

# **REQUEST FOR PROPOSALS**

**“Analytical and Consulting Services”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 3000003591**

**Proposal Due Date/Time: July 2, 2015/3:00 p.m. CST**

**Issue Date: June 3, 2015**

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# REQUEST FOR PROPOSALS

## “Analytical and Consulting Services” Louisiana Department of Environmental Quality

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## **REQUEST FOR PROPOSALS**

### **“Analytical and Consulting Services” Louisiana Department of Environmental Quality**

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## **PART I. ADMINISTRATIVE INFORMATION**

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### **1.1 Request for Proposals (RFP)**

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department”, requires the services of a well-qualified contractor to provide assistance in obtaining quality, legally defensible analytical data to support the Department’s monitoring, assessment, investigation, and remediation activities. The goals are to support the Department’s mission for the assessment and monitoring of environmental conditions, as well as the investigation of sites of known, suspected, or potential contamination through the State. The Department invites all qualified parties (companies and individuals) to submit proposals for providing these services. The Department reserves the right to make multiple awards.

### **1.2 Contract Term and Compensation**

The term of the contract resulting from this RFP will be thirty-six (36) months, beginning approximately October 1, 2015, and ending approximately September 30, 2018. Compensation for contract services will be based on Schedule of Prices A, B, C & D (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract amount based on the anticipated number of units of requested services and the unit prices resulting from the RFP process. The Department reserves the right to amend the contract to increase the total contract amount, using the unit rates established in Attachment 2, Schedule of Prices A, B, C & D. This contract and any amendments require the approval of the Division of Administration, Office of State Procurement.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

### **1.3 Proposal Preparation**

Instructions for preparing proposals are provided in Part III of this Request for Proposal. Proposals submitted for consideration should follow the specified order of presentation and format.

### **1.4 Questions and Answers**

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the Department’s Financial Services**

**Division no later than 3:00 p.m. CST on or before June 16, 2015. Do not contact other Department program personnel with questions regarding this RFP.**

Questions may be mailed to:

Sharon Schexnayder  
Financial Services Division  
Louisiana Department of Environmental Quality  
P. O. Box 4303  
Baton Rouge, LA 70821-4303

or submitted by e-mail to: DEQ-Sect-Procurement@la.gov

Questions will also be accepted by FAX at (225) 219-3867.

Questions submitted in any other manner or to any other address, email, or telephone number will not be answered.

Only Sharon Schexnayder or designee has the authority to officially respond to proposer's questions on behalf of the Department. Any communications from any other individuals are not binding on the Department.

Responses to these questions will be posted on [www.deq.louisiana.gov/RFP](http://www.deq.louisiana.gov/RFP). Responses will be posted on or before June 17, 2015. Additionally, Questions and Answers will also be posted to LaPAC <http://wwwprdl.doe.louisiana.gov/OSP/LaPAC/pubMain.cfm> as an addendum to the RFP. It is the responsibility of potential Proposers to check the web site prior to submitting their proposal to verify that they have the most recent updates (i.e. questions and answers, addenda, additional information, etc.). Proposals that do not use the most recent updates will be scored accordingly.

## **1.5 Submission of Proposals**

If you desire to submit a proposal, one (1) original of the technical proposal, shall and four (4) copies of the technical proposal and one (1) copy of financial information should be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. CST on or before July 2, 2015. Cost proposals shall be included within the technical proposal. Proposals, amendments, and any other information received after that date and time will not be considered.**

All proposals should be delivered to:

Sharon Schexnayder, Financial Services Division  
Louisiana Department of Environmental Quality  
Galvez Building  
602 N. Fifth Street  
Baton Rouge, Louisiana 70802

The U. S. Postal Services does not deliver mail directly to the Department of Environmental Quality Building. Therefore, Proposers must hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers shall be responsible for the timely delivery of their proposals. The Department will not acknowledge by mail or telephone timely receipt of proposals.

#### **1.6 Changes, Addendum, or Withdrawal of Proposals**

Any changes or addendum to a proposal must be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, and received by the Department prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any Proposer choosing to withdraw its proposal must submit a written withdrawal request to the Department prior to the proposal due date and time.

#### **1.7 Blackout Period**

The Blackout Period is a specified period of time during a competitive sealed procurement process in which any proposer, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected procurement. The Blackout Period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.4 of this RFP. All communications to and from potential proposers, bidders, vendors and/or their representatives during the Blackout Period must be in accordance with this solicitation's defined method of communication with the designated contact person. The Blackout Period will begin upon posting of the solicitation. The Blackout Period will end when the contract is awarded.

In those instances in which a prospective proposer is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, proposer, or state contractor who violates the Blackout Period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the proposer or bidder.

Notwithstanding the foregoing, the Blackout Period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or proposers;
3. Oral presentations during the evaluation process;
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP.

## 1.8 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in the Department's RFP process; however, the Department reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.**

Event	Date	Local Time
Begin Advertisement of RFP	June 3, 2015	
Deadline for the Department receipt of written questions from prospective Proposers	June 16, 2015	3:00 p.m. CST
Proposal due date and time	July 2, 2015	3:00 p.m. CST
Oral presentations by Proposers (if required)	To be scheduled	
Estimated award date	Approximately August 6, 2015	
Estimated initiation of the contract period	Approximately October 1, 2015	

## 1.9 Definitions

**Contractor** – Any person having a contract with a governmental body. For section of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.

**Proposer** - A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.

**Shall, Will, Must:** Denote a mandatory requirement

**Should, Can, May:** Denote a preference, not a mandatory requirement

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## **PART II. GENERAL INFORMATION**

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### **2.1 Corporation Requirements**

If the Proposer is a corporation not incorporated under the laws of the State of Louisiana, the successful Proposer shall obtain a Certificate of Authority pursuant to La. R.S. 12:301-302 from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. The Certificate of Authority must be provided prior to contracting with the Department.

If the Proposer is a for-profit corporation whose stock is not publicly traded, the successful Proposer shall file a Disclosure of Ownership form with the Louisiana Secretary of State's office before contracting with state government. The Disclosure of Ownership Affidavit must be provided prior to contracting with the Department.

### **2.2 Code of Ethics for State Employees**

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Appendix C, Sample Contract, Article 25).

### **2.3 Insurance Requirements**

Proposers are encouraged to carefully examine the insurance coverages that will be required by the contract. (See Appendix C, Sample Contract, Article 27). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful proposer and approved by the Department before work begins. Furthermore, the successful proposer must include all subcontractors as insured under its policies or shall be responsible for verifying and maintaining the Certificates provided by each subcontractor before work begins.

### **2.4 Laboratory Accreditation**

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the NELAC Institute standard of 2009 (2009 TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Evidence of LELAP accreditation for any/all laboratories proposed to be used by the successful Proposer must be provided and approved by the Department before work begins.

## **2.5 Proposal Costs**

Proposers shall be responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of the Department and will not be returned.

## **2.6 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs**

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at <http://smallbiz.louisianaeconomicdevelopment.com>.

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

### Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), the Proposer shall complete and include in their proposal, Appendix D, Veteran-Owned and Service-Connected Small Entrepreneurships (Veterans

Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Table. Reserved points will be allocated according to the information provided by the proposer, not by what could be inferred.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. See Attachment 3, Form A.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at <http://smallbiz.louisianaeconomicdevelopment.com>. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal [https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg) may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://www.prd1.doa.louisiana.gov/OSP/LaPac/Vendor/VndPubMain.cfm?tab=2sp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **3.1 Proposal Content**

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the Proposer's ability to meet the requirements of the RFP. The Proposer should demonstrate his understanding of the Department's requirements. Each Proposer shall be responsible for the accuracy and completeness of their proposal.

### **3.2 Elements for Technical Proposal (Volume I)**

Each Proposer should address the elements described by this section in their Technical Proposal in the order listed.

#### **3.2.1 Proposal Cover Sheet**

Each Proposer must complete Appendix A, Proposal Cover Sheet. **Proposals lacking a signed cover sheet shall be disqualified.**

#### **3.2.2 Table of Contents**

Each Proposer should include a paginated Table of Contents to facilitate locating proposal information.

#### **3.2.3 Scope of Services**

Each Proposer should submit a Scope of Services that clearly and concisely describes their technical and management approach to completing the requirements described in Attachment 1, Statement of Work (SOW). The Proposer's Scope of Services should be presented in as much detail as judged necessary by the Proposer. An unsupported statement that the Proposer will comply with all the requirements of this solicitation shall not be acceptable.

Each Proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

##### **(1) Project Management**

The Proposer should describe the proposed approach to project management, including, at a minimum, the following information:

## (a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with the Department. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

## (b) Project organization

The Proposer should provide the following information:

Provide a project-specific organizational chart identifying the **Proposer's key personnel and key subcontractor personnel** proposed for work on this project as identified in Attachment 1, Statement of Work, Section 4.0 Minimum Qualifications of the Contractor's Personnel. This chart should specifically include, but need not be limited to, Laboratory Manager, Laboratory Technical Director, Project Manager, Quality Assurance Manager, and Supervisors. Instrument Operators and Analysts may be grouped on the organizational chart indicating staff availability (i.e., quantity/number of Operators/Analysts); Operators and Analysts need not be named on the organizational chart. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for the Department, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

## (c) Management approach

The Proposer should describe the proposed approach to project management. Project management shall include, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and the Department, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general. The Proposer should include a statement in his proposal assuring the Department that all management policies and procedures are compliant with LELAP requirements.

## (2) Performance of Project Tasks

At time of proposal submission:

- The Proposer must be capable, by itself or by using a subcontractor, of performing 85% of the method/analytes listed in Attachment 2, Schedule of Prices A and B combined and Exhibits 1 and 2 (i.e. 546 out of 642 method/analytes).

- At least 75% of Schedule of Prices A and B combined and Exhibits 1 and 2 must have current LELAP certifications (i.e. 482 out of 642 method/analytes).

For those analytes not included in the required 75%, proposer must have:

- a) submitted an application for accreditation or
  - b) included a letter of intent to apply for accreditation within 30 calendar days of notice of award either as prime Contractor or via accredited subcontractor.
- The Proposer must enter prices for and be able to perform himself or through a subcontractor at least 50% of the tests listed in Attachment 2, Schedule of Prices C and Exhibit 3 (i.e., 58 out of 116 tests). Any accreditation status option for Schedule of Prices C shall be acceptable. Proposers are encouraged to provide as much comprehensive coverage of tests and analytes as possible in Schedule of Prices C.

The Department will take into consideration the number (i.e., greater than 85% test coverage in Schedule of Prices A & B and greater than 50% test coverage in Schedule of Prices C) and types of analytes and tests provided by the Proposer when scoring the proposal. Proposers are encouraged to review the Environmental Data Center at [http://www.deq.louisiana.gov/portal/ONLINESERVICES/EnvironmentalDataCenterLED\\_C.aspx](http://www.deq.louisiana.gov/portal/ONLINESERVICES/EnvironmentalDataCenterLED_C.aspx) and the Department's RECAP testing at <http://www.deq.louisiana.gov/portal/DIVISIONS/UndergroundStorageTankandRemediationDivision/RemediationServices/RECAP.aspx> to determine the testing normally used by the Department on a routine basis.

Alternate test methods shall be allowed only with prior written Department approval as indicated in Attachment 1, Statement of Work, Section 2.3, Analytical Methods and Procedures. Any method modifications should be described in detail in proposals. However, proposers offering excessive alternate methods (i.e. greater than 50), other than those methods listed in Schedule of Prices A, B, and C, may receive lower scores during the proposal evaluation process.

The Proposer should describe the proposed approach to the performance of the technical tasks described in Attachment 1, (SOW). The Proposer should include a description of deliverables to be received by the Department as end products of the services rendered.

### (3) Standard Operating Procedures (SOP)

The Standard Operating Procedures (SOP) of the selected proposer and any proposed subcontractor shall be maintained at the laboratory for accreditation purposes and are not required to be submitted with proposals and, therefore, will not be evaluated. The proposer should include a statement in his proposal assuring the Department that all LELAP SOP requirements and method-specific requirements will be met for requested analyses.

**(4) Quality Assurance/Quality Control (QA/QC) Plans**

For the purposes of this RFP, QA/QC Plans shall be maintained at the laboratory for accreditation and are not required to be submitted with proposals and, therefore, will not be evaluated. The Proposer should include a statement in his proposal assuring the Department that all LELAP QA/QC requirements and method-specific requirements will be met for requested analyses.

**(5) Equipment, Facilities, Location, and Availability**

Proposers should demonstrate that the convenience of their laboratory will meet the provisions as defined in Attachment 1, SOW, including but not limited to Item 2.6, Sample Pickup and Transport, and Item 2.12, Turnaround Time. Proposers should discuss their hours of operation, sample pickup proposals to each listed regional office, and weekend, after hours, and holiday availability. The Proposer should include a statement in his proposal assuring the Department that all LELAP requirements pertaining to equipment and facilities will be met.

**3.2.4 Personnel Qualifications and Experience**

The Proposer should provide evidence that its proposed staff meets or exceeds the minimum education and experience requirements described in Attachment 1, Statement of Work, Section 4.0, Minimum Qualifications of the Contractor's Personnel. The Department will consider only experience that is relevant to the tasks listed in Attachment 1 (SOW).

The Proposer should describe the qualifications and experience of **all key personnel** designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. The Proposer should include résumés (**key personnel only**) showing each assigned individual's education, registrations, accomplishments, and experience.

Specific names and résumés of Instrument Operators and Analysts (i.e., non-supervisory personnel) are not required to be submitted with proposals. The Proposer should include a statement in his proposal assuring the Department that all LELAP personnel qualification requirements will be met.

**3.2.5 Company Qualifications and Experience**

The Proposer should describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 1 (SOW). Experience will be considered relevant if prior projects major features include analytical and analytical consulting services equivalent to those listed in the Schedule of Prices A, B, C and D. Both government and privately-sponsored work may be included. Experience gained through previous contracts with the Department may be considered by the Department for proposal evaluation, whether or not listed by the Proposer.

Each Proposer should describe projects undertaken by his company during the past three (3) years from the proposal submittal date. Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The Proposer's experience information should be submitted in the tabular format provided in Appendix B, Experience Table. The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the Proposer should provide:

- (1) the name and address of the client (sponsoring agency or company);
- (2) the name, telephone number, and email address of the client's contact person;
- (3) the project title and contract number;
- (4) the starting and ending dates of the project (contract term);
- (5) the total dollar amount of the project; and
- (6) a brief description of the project.

Each Proposer may include as many entries as he desires, however, only complete entries will be considered. Because the Department will contact a representative sample of the listed clients as references during the evaluation process, Proposers should verify that all client contact information and telephone numbers are current.

### **3.2.6 Subcontractors**

All subcontractors proposed for use by the Proposer for this project should be identified on Appendix A, Proposal Cover Sheet. The Proposer should provide a signed letter of agreement or a copy of a signed contract from any intended subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

If any of the subcontractors proposed by the Proposer is a certified small entrepreneurship, the proposer shall complete and include in their proposal all documentation as described in Section 2.6 of this RFP.

### **3.2.7 Price Proposal (Schedule of Prices)**

Each Proposer must submit a price proposal using the Department's pricing structure provided in Attachment 2, Schedule of Prices A, B, C & D. No other format shall be

acceptable. **Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed as follows:

- Schedule of Prices A, B, and C: All blanks in the rate column must be completed. If the Proposer is unable to perform a test as listed or as an alternative method, either in-house or an accredited subcontractor, “NO BID” should be entered in the rate column. All applicable blanks in the accreditation status column must be completed (i.e., consistent with the offered tests in response to the minimum test coverage requirement.)
- Schedule of Prices D: All blanks must be completed.

For items with no charge, “\$0” must be entered. If a Proposer identifies deficiencies or errors in this format, he should bring this information to the attention of the Department prior to proposal submission. The Department will review the information, and, if necessary, will issue any correction as an addendum to the RFP.

**Only** Attachment 2, Schedule of Prices A, B, C and D will be considered in evaluating the price proposal. The Proposer is advised to not include any additional terms and conditions, company fee schedules, etc., as they will not be considered. **DO NOT SUBMIT MORE THAN ONE (1) EACH OF SCHEDULE OF PRICES A, B, C, and D.**

In Attachment 2, Schedule of Prices A, B, and C, proposers shall include prices for only those tests/methods/analytes for which they:

- (1) are currently LELAP accredited, OR
- (2) have applied for LELAP accreditation, OR
- (3) intent to submit a letter of intent to apply for LELAP accreditation.

Proposers shall distinguish between these three options in the Accreditation Status column in the Schedule of Prices documents by use of a “C” for current accreditation status or an “A” to indicate the tests/methods/analytes for which they have applied for accreditation or an “I” to indicate intent to apply for accreditation within 30 calendar days of notice of award.

To complete the Schedule of Prices, each proposer shall provide single unit rates for the analyses and labor categories listed and multipliers where indicated. All analyses rates shall apply to summary reports, normal turnaround and Contractor provision of containers/preservatives/supplies. Multipliers shall be provided by proposers for full data reports and rapid turnaround times.

Multiple methods are listed for some parameters. The laboratories shall include a price for every method they are accredited to perform (per accreditation discussion above), either as prime Contractor or via accredited subcontractor. If multiple method choices are listed in the method column, proposer should specify the method to be performed.

### 3.3 Elements for Financial Information (Volume II)

Financial information is used for determination of responsibility (See Section 4.6), and not as evaluation criteria. In a separate volume, proposals should include evidence demonstrating the Proposer's financial capability to carry out this project. Evidence can include, but is not limited to:

- (Preferred) Financial Statements audited by an independent CPA for the past 3 years. This includes:
  - Notes to the Financial Statements, and
  - The CPA's Audited Report for each year
- Letter of intent to obtain a Letter of Credit
- Letter of intent to obtain a 100% Performance Bond

If a performance bond is chosen by the Proposer as evidence of financial capability, the Proposer shall be required to provide a performance (surety) bond in the amount of 100% of the contract to insure the successful performance under the terms and conditions of the contract negotiated between the successful Proposer and the State. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the *Federal Register*, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

If the performance bond is chosen by the Proposer as evidence to demonstrate financial capability, the Performance Bond is to be provided within 10 working days from request prior to award. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

The selected Proposer may be required to provide additional information as requested by the Department.

### **3.4 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

### **3.5 Use and Disclosure of Confidential Information**

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., documents submitted by Proposers in response to this RFP shall be available to the public. If a Proposer wishes to secure nondisclosure of information contained in his proposal, the Proposer must submit a written request to the Secretary of the Department in accordance with LAC 33:1. Chapter 5 and applicable laws. Upon review of the written request, the Secretary of the Department will determine if the information requires confidentiality.

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## PART IV. PROPOSAL EVALUATION AND SELECTION

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### 4.1 Evaluation Process

A Selection Committee composed of the Department personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by the Department and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1);
- (2) a Schedule of Prices (Part III, Section 3.2.7);
- (3) evidence of LELAP accreditation, for proposer and/ or subcontractor, consistent with section 3.2.3 Scope of Services, (2) Performance of Project Tasks – evidence shall include but is not limited to:
  - the laboratory's detailed LELAP scope\* of accreditation (not a certificate); or
  - evidence of an application for accreditation submitted ; or
  - a letter of intent to apply for accreditation within 30 calendar days of notice of award (Part II, Section 2.4);
  - AI# and an EDMS document ID for the laboratory's scope(s)

**\*paper scopes in the proposal is the preferred choice**

- (4) Mandatory test coverage requirement consistent with Part III, Section 3.2.3 (2) Performance of Project Tasks.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, the Department may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The scores will be compiled using Table 2. Evaluation Criteria. The responsible and qualified Proposer(s) with the highest rated proposal(s) will be recommended for tentative selection. Multiple awards may be made. The Selection Committee will report its comments and recommendations to the Department Secretary or his designee. The tentative selection is subject to the approval of the Secretary of the Department or his designee and the Division of Administration, Office of State Procurement. The Secretary of the Department or his designee is the only individual who can legally commit the Department to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contracts will not be valid until approved by the Division of Administration, Office of State Procurement.

## 4.2 Evaluation Criteria

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

**Table 2. Evaluation Criteria**

<b>CRITERIA</b>	<b>MAXIMUM SCORE</b>
1. Merit of the Proposer's Scope of Services including laboratory capacity and network availability (i.e., combined effort of the prime, sister, and subcontract facilities) (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).	<b>25</b>
2. Qualifications and relevant experience of the Proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).	<b>15</b>
3. Qualifications and relevant experience of the Proposer in providing analytical and consulting services equivalent to those listed in the Schedule of Prices A, B, C and D (Part III, Sections 3.2.5 and 3.2.6).	<b>20</b>
4. Price (Part III, Section 3.2.7).	<b>30</b>
5. Hudson/Veteran Small Entrepreneurship Program (Part IV, Section 4.4)	<b>10</b>
<b>TOTAL SCORE</b>	<b>100</b>

### 4.3 Price Evaluation Calculation

The following table will be used to determine the total evaluation price.

**Table 3. Summary of RFP Response Total Evaluation Price Calculation**

Using Schedule of Prices A →	Step 1: Add unit rates of all <i><b>comprehensively offered</b></i> tests listed in Schedule of Prices A* →	Step 2: Multiply the amount from step 1 by 60 →	Create evaluation subtotal No. 1	\$ _____
Using Schedule of Prices B →	Step 1: Add unit rates of all <i><b>comprehensively offered</b></i> tests listed in Schedule of Prices B* →	Step 2: Multiply the amount from step 1 by 35 →	Create evaluation subtotal No. 2	\$ _____
Using Schedule of Prices C →	Step 1: Add unit rates of all tests <i><b>comprehensively offered</b></i> by all proposers listed in Schedule of Prices C* →	Step 2: Multiply the amount from step 1 by 5 →	Create evaluation subtotal No. 3	\$ _____
<b>TOTAL ANALYTICAL EVALUATION PRICE (Sum of evaluation subtotals 1, 2, and 3)</b>				\$ _____
Using all Multipliers Provided in Schedule of Prices D →	Step 1: Apply each multiplier to 5% of the Total Analytical Evaluation Price calculated above →	Step 2: Add the amounts created in step 1 →	Create evaluation subtotal No. 4	\$ _____
Using all Labor Categories Provided in Schedule of Prices D →	Step 1: Add unit prices of all labor categories listed in Schedule of Prices D →	→	Create evaluation subtotal No. 5	\$ _____
<b>TOTAL EVALUATION PRICE (Sum of Total Analytical Evaluation Price and evaluation subtotals 4 and 5)</b>				\$ _____

\* If at least one proposer fails to provide a test in Schedule of Prices A, B and C, this test price will be omitted from each evaluation subtotal calculation for all proposers.

The Total Evaluation Price is for evaluation purposes only, and does **not** reflect the contract amount to be awarded, or the anticipated cost of services to be provided by the Contractors.

The proposal with the lowest total evaluation price will receive the maximum possible points. All other proposals will be rated using the following formula:

$$30 \quad \times \quad \frac{\text{Total Evaluation Price of lowest proposal}}{\text{Total Evaluation Price of proposal being rated}} = \quad \text{Proposal price points}$$

#### **4.4 Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)**

Ten percent (10%) of the total evaluation points on this RFP are reserved for Proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable Proposers' evaluation score as follows:

##### Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurships to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
  - the number of certified small entrepreneurships to be utilized
  - the experience and qualifications of the certified small entrepreneurship(s)
  - the anticipated earnings to accrue to the certified small entrepreneurship(s)

#### **4.5 Clarifications and Oral Presentations**

Written or oral clarifications may be requested for the purpose of enhancing the Department's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all Proposers may be requested to make oral presentations of their proposals to enhance the Department's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be those susceptible of receiving an award. These Proposers will be notified by the Department's Financial Services Division on or before July 23, 2015. Presentations will be made by the selected Proposers on July 30, 2015, at a time assigned by the Department.

If oral presentations are required, the original scores may be adjusted to reflect information received in the presentation using the same evaluation criteria in Section 4.2 except that the cost score will remain unchanged.

#### **4.6 Determination of Responsibility**

Determination of the Proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. The Department is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless the Department has first determined that such person or firm is responsible according to the standards described in this section. The Department must find that the selected Proposer:

- (1) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
  - (i) Upon completion of the Evaluation and Ranking Report, the highest rated proposal shall receive further review through preparation of a Financial Statement Analysis of the documentation provided in response to Section 3.3 of the RFP. The Department reserves the right to request additional information to satisfy financial status review requirements.
- (2) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and
- (3) is able to comply with the proposed or required time of delivery or performance schedule; and
- (4) has a satisfactory record of integrity, judgment, and performance (A Proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (5) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the Department to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

#### **4.7 Contract Award and Debriefings**

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, the Department estimates that the contract will be awarded by approximately August 6, 2015, and will issue a "Notification of Award" letter to the successful Proposer. Unsuccessful Proposers will also be notified of the Department's decision in writing, and may request a post-award debriefing by contacting Sharon Schexnayder at (225) 219-3812,

or by e-mail at [sharon.schexnayder@la.gov](mailto:sharon.schexnayder@la.gov).

#### **4.8 Protest of the Solicitation or Award**

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

#### **4.9 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

## APPENDIX A PROPOSAL COVER SHEET

**Project Title:** "Analytical and Consulting Services"

**Proposer:** Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Are you a certified Veteran or Hudson Initiative small entrepreneurship? (Y/N) \_\_\_\_

If "Yes", is your Veteran / Hudson Initiative certification attached? (Y/N) \_\_\_\_

**Proposer's Contact Person:**

Official Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address (if different): \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone No. ( \_\_\_\_\_ ) \_\_\_\_\_

FAX No. ( \_\_\_\_\_ ) \_\_\_\_\_

The Proposer designates the above-named person as the person to receive all documents relative to the proposal and contract. Proposer certifies that the above information is true and grants permission to LDEQ to contact the above named person or otherwise verify the information provided.

**Subcontractors (add lines as necessary):**

Name	Written commitment attached (Y/N)	Veteran/Hudson Initiative* certification attached (Y/N)

**\*See Section 2.6 of the RFP for more information on what must be submitted with your proposal**

**I hereby certify that:**

1. The information contained in its response to this RFP is accurate.
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions and all other administrative requirements set forth in this RFP.
4. This proposal will remain in effect for at least ninety (90) days from the proposal due date.
5. Proposer possesses an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
6. Proposer will be ready and able to begin work within fifteen (15) days after contract award.
7. Proposer accepts the mandatory Department of Environmental Quality contract provisions (Appendix C).

8. The undersigned is an authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.
9. Proposer understands that if selected as the successful Proposer, he/she will have fifteen (15) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
10. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133 (A list of parties who have been suspended or debarred can be viewed via the internet at [www.epls.gov](http://www.epls.gov)).

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Signature

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Date

**APPENDIX B  
EXPERIENCE TABLE**

" Analytical and Consulting Services " RFP  
(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person, Telephone Number and email address	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

## CONSULTING SERVICES CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as "the Department", and Contactor Name, Contractor Address, Tax ID No. \_\_\_\_\_ hereinafter referred to as the "Contractor".

The Department hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by the Department with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract shall be identified as “**Analytical and Consulting Services**” with the LaGov Number assigned as set forth above. All invoices and other correspondence submitted to the Department in connection with this contract shall be identified by this LaGov Number.

2. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from October 1, 2015 through September 30, 2018.

3. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Attachment 4, Contractor’s Proposal and Attachment 1, Statement of Work attached hereto and made a part hereof.

4. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of State Procurement and participation in a Commencement Conference or Conference Call to be scheduled by the Department at its offices.

5. PAYMENT TERMS

The amount which the Department agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of \$0.00. Work performed by the Contractor during the term of the contract shall be paid at the rates listed in Attachment 2, Schedule of Prices, A, B, C and D. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

The Department will pay the Contractor only for actual work performed, and the Department does not guarantee a maximum payment amount to be earned by the Contractor. The Department will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and materials actually furnished and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of the Department that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment and approved by the Division of Administration, Office of State Procurement. Any additional or out-of-scope work performed by the Contractor without written authorization from the Department in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

a. Payment:

Payment to the Contractor for services rendered shall be made according to the rates in Attachment 2, Schedule of Prices A, B, C and D. Payment shall be made upon attendance at the Commencement Conference, completion and approval of each analytical episode and acceptance of the analytical results and upon hours worked as a consultant or expert witness, as determined by the Project Manager.

The rates for each line in Attachment 2, Schedule of Prices, A, B and C shall include all associated direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW, sample storage and disposal as described in 2.11 of Attachment 1, SOW, extraction/preparation, cleanup costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line item and profit.

The rates for each line in Attachment 2, Schedule of Prices D shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49.

<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Louisiana Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2 at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the Department Project Manager and that meets the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

b. Payment Procedure:

The procedure for payment shall follow the procedures described in Attachment 1, Statement of Work, 8.0 Measurement and Payment in the steps listed below:

- (1) The Contractor should submit an original and one (1) copy of an invoice upon participation in the Commencement Conference, completion of each analytical episode and acceptance of the analytical results and upon hours worked as a consultant or expert witness. However, for any services completed by June 30<sup>th</sup>, the Contractor shall submit the invoice(s) to the Department by July 10<sup>th</sup>.
- (2) The Contractor shall submit the invoice(s) to:

Louisiana Department of Environmental Quality  
Financial Services Division  
Accounts Payable  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

or submit electronically to [DEQAccountsPayable@la.gov](mailto:DEQAccountsPayable@la.gov)

Each invoice must include:

- (a) the LaGov number;
- (b) the name and address of the Contractor;

- (c) a list of all analyses performed and prices for each analysis;
- (d) the Department's sample number;
- (e) the date of sampling;
- (f) documentation explaining any discrepancies between the tests listed on the associated chain-of-custody form and the tests billed on the invoices (as applicable);
- (g) the total amount requested; and
- (h) invoice amount.

Invoices requesting payment for consultation or expert testimony must include:

- (i) the number of consultation or expert testimony hours provided (including hours of travel) (i.e. timesheets); and
- (j) supporting documentation for travel expenses incurred for the provision of expert testimony or consultation (as applicable) (i.e. mileage reports and receipts).

- (3) The Contractor shall attach a copy of the Attachment 3, Form A LaVet/SE-HI Report to all requests for payments.

Payments shall be made by the Department within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by the Department's Office of Environmental Compliance/Inspection Division.

## 6. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

7. DELIVERABLES

The Contractor shall provide to the Department the deliverables specified in Attachment 1, Statement of Work as products of the services rendered under this contract. The Department reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

8. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of the Department and the Department shall not be restricted in any way whatsoever in its use of such material. In addition, at any time during the contract period, the Department shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by the Department.

9. CORRECTION OF DEFICIENT WORK

Prior to payment by the Department, the Contractor shall promptly, without additional cost to the Department, correct any deficient work. Deficient work includes, but is not limited to:

- a. failure to comply with method-specified analytical procedures and/or quality control;
- b. failure to observe sample shelf-lives (missed holding times);
- c. loss of the samples (including mishandling or improper storage);
- d. contamination of samples at the laboratory; and
- e. inadequate documentation.

The Contractor shall reanalyze all affected samples or regenerate the affected data. The Contractor will be responsible for any costs associated with re-sampling including but not limited to, re-sampling costs, administrative costs related to re-sampling, and re-sampling analysis costs of any samples when data cannot be corrected due to technical deficiencies and such data are deemed unusable by the Department. If data from the initial sample cannot be corrected, the data is unusable, and a resample cannot be made, the Contractor shall be responsible for the cost of the initial sample collection, including but not limited to, initial costs, administrative costs, sampling costs, and analysis costs. When multiple analyses are requested for a single location/site, a missed holding time on one parameter may prevent proper assessment of the entire site, in which case re-sampling where possible, at the Contractor's expense may be necessary.

The Contractor shall notify the Department in writing within thirty (30) days of any indictment or conviction of laboratory practices that invalidates or otherwise renders laboratory analyses inadmissible or indefensible as support for the Department activities. Conviction for such practices shall be cause for termination of this contract, and the Contractor shall reimburse all the Department funds associated with all inadmissible results (analyses, administration, and sample collection).

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the Department and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Department. If applicable, Contractor will indemnify, defend and hold the Department and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the Department in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the Department shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the Department or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the

component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the Department up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The Department and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

11. NONASSIGNABILITY

The Contractor shall not assign any interest in this contract by assignment transfer, or novation, without the prior written consent of the Department. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Department.

12. AUDIT OF RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

13. RECORDS RETENTION

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract, for

inspection or audit, and copies thereof shall be furnished if requested.

14. TERMINATION FOR CAUSE

The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

15. TERMINATION FOR CONVENIENCE

The Department may terminate the contract at any time by giving thirty (30) days written notice to the Contractor. If the contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

16. REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1672.2 through 1672.4.

17. ANTIDISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments

of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, EPA Title IV implementing regulations, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

18. COMPLIANCE WITH LAWS AND GRANT

The Contractor and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grants are being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of these grants. See Attachment 5, Requirements of the Grant. Continuation of this contract is contingent upon grant approval.

19. FORCE MAJEURE

The Contractor or the Department shall be exempt from performance under the contract for any period that the Contractor or the Department is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or the Department has prudently and promptly acted to make any and all corrective steps that the Contractor or the Department can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

20. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under the federal tax identification number as noted above.

21. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

22. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold the Department harmless from any and all claims or liens for labor, services or material furnished to the Contractor in

connection with the performance of its obligations under this contract.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1624(A)4, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana except provided for in R.S. 39:1626.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

25. CODE OF ETHICS FOR STATE EMPLOYEES

The Contractor is hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Board of Ethics. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract the company official certifies that there is no conflict or violation of the Louisiana Code of Ethics.

26. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than the Department or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Department.

27. CONTRACTOR'S INSURANCE

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. **Minimum Scope and Limits of Insurance**

(1) **Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) **Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) **Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

(4) **Professional Liability**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000.00. Claims-made coverage is acceptable.

b. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- (c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- (b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be

construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

28. LABORATORY ACCREDITATION

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Attachment 1, Statement of Work. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I. Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required by Attachment 1, Statement of Work.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified in Attachment 1. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the Project Manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

29. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute must be at least equal in education, qualifications, and experience to the person being replaced. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to the Department for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

### 30. SUBCONTRACTORS

If it becomes necessary for the Contractor to use subcontractors, the Department urges the contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. For a list of Veteran-Owned businesses go to <https://smallbiz.louisianaforward.com/certifiedbusiness/default.aspx>. For a list of Service Connected Disabled Veteran-Owned go to <https://smallbiz.louisianaforward.com/certifiedbusiness/default.aspx>.

The Contractor agrees to obtain written Department approval prior to subcontracting any part of the services specified in Attachment 1, Statement of Work. The Contractor shall include, in any subcontract, the provisions contained in this contract. The Contractor shall submit requests for approval, accompanied by copies of proposed subcontractors, to the Department Project Manager. The Contractor further agrees to guarantee and be liable to the Department for all services performed under any such subcontract.

### 31. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Contractor's Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

### 32. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of State Procurement, Professional Contracts. Verbal directives from any employee of the Department shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

THE DEPARTMENT AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

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Peggy M. Hatch  
Secretary

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D. Chance McNeely  
Assistant Secretary  
Office of Environmental Compliance

**WITNESS:**

**CONTRACTOR:**

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Company Name

## **ATTACHMENT 1 STATEMENT OF WORK**

### **“Analytical and Consulting Services” Louisiana Department of Environmental Quality**

#### **1.0 INTRODUCTION**

The Louisiana Department of Environmental Quality, hereinafter referred to as “the Department” is responsible for the monitoring and assessment of ambient environmental conditions and the investigation, assessment and remediation of sites of known or suspected contamination throughout the State. To support these activities, the Department reserves the right to award multiple contracts to ensure continuous analysis regardless of sample load and/or laboratory availability.

Any laboratory providing analytical services to the Department shall be accredited by the Louisiana Department of Environmental Quality, Louisiana Environmental Laboratory Accreditation Program (LELAP) in accordance with LAC 33:I.Chapters 45-59.

The Contractor shall perform all proposed analyses in-house or shall use subcontractor arrangements. The laboratories and/or their subcontractor’s LELAP accreditation shall cover all Department required methodologies for each test category per field of testing. If required reporting limits or quality assurance requirements cannot be met by primary Contractor, subcontractor arrangements shall be utilized.

The Contractor, either as prime contractor or via subcontractor combined, shall have the capability to perform 85% of the method/analytes listed in Attachment 2, Schedule of Prices A and B combined and Exhibits 1 and 2 (i.e., 546 out of 642 method/analytes), and at least 50% of the tests listed in Attachment 2, Schedule of Prices C and Exhibit 3 (i.e., 58 out of 116 tests).

#### **1.1 Goals and Objectives**

The goal of this contract shall be to support the Department’s mission for the assessment and monitoring of environmental conditions, as well as the investigation of sites of known, suspected, or potential contamination throughout the State. The objective of this contract shall be to obtain quality, legally defensible analytical data to support the Department’s monitoring, assessment, investigation, and remediation activities. This contract shall be used by the Department to meet their analytical requirements for testing listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2, and 3.

#### **2.0 CONTRACTOR TASKS**

The Contractor shall serve as an analytical resource for the analyses listed in Attachment 2, Schedule of Prices A, B, and C, and Exhibits 1, 2, and 3 as needed by the Department. The Department does not guarantee a minimum amount of work to be performed by the Contractor.

The Department will determine and manage the scope, quantity, amount, duration, and timing of analytical testing for the Contractor.

The Contractor shall provide all personnel, equipment, materials, reagents, and facilities necessary to conduct the required analyses on all samples received by the contracted laboratory. All instruments must be in good working condition and calibrated prior to use.

The Contracted Laboratory and subcontractors shall meet the Laboratory Facilities and Equipment and Supplies requirements in LAC 33: I, Chapters 45-59.

## **2.1 Commencement Conference or Conference Call**

A Commencement Conference shall be held between the Contractor's key personnel (and subcontractor personnel as determined to be necessary by the Contractor) and Department staff to discuss the commencement of the project and answer any questions regarding the contract. The Commencement Conference shall be held at the Department's Headquarters in Baton Rouge (602 North 5<sup>th</sup> Street). The Department will schedule the conference, prepare an agenda for the meeting, take the minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood. The Department shall reserve the right to hold a conference call in lieu of a meeting at the Department's Headquarters, or waive the requirement for a commencement conference. No work shall be performed by the Contractor until the Commencement Conference or Conference Call has been completed or waived.

## **2.2 Laboratory Accreditation**

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Louisiana Environmental Laboratory Accreditation Program (LELAP) prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in this Statement of Work, Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2, and 3. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by LELAP in accordance with LAC 33:I.4501 through 5915.<sup>1</sup> All analytical data must be submitted in a format approved by the Department Project Manager and shall meet the requirements of LAC 33:I.5313 and The NELAC Institute standard of 2009 (2009 TNI Standard), Environmental Laboratory Sector, Volumes 1 and 2.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2. All analytical data must be submitted in a format approved by the Department Project Manager and meet the requirements of LAC 33:I.5313 and the 2009 TNI Standard, Environmental Laboratory Sector, Volumes 1 and 2.

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<sup>1</sup> See LAC 33:I.5911 for acceptance of accreditation from another NELAP accrediting authority.

The Contractor and/or subcontractor shall maintain LELAP accreditation for all of the offered analyses listed in Attachment 2, Schedule of Prices A, B, and C and Exhibits 1, 2 and 3 for the duration of the contract term. Contractors must comply with LAC 33:I .5307.D: “Whenever samples are subcontracted to another environmental testing laboratory, the original laboratory shall maintain a verifiable copy of results with a chain of custody. This procedure may not be used to circumvent proper accreditation or any state requirements. The original laboratory is responsible for ensuring that the secondary laboratory used is properly accredited for the scope of testing performed.”

### **2.3 Analytical Methods and Procedures**

The Contractor shall provide analysis consistent with the methodology provided in Attachment 2, Schedule of Prices A, B, and C and the documents referenced in Section 9.0, Resources of this Statement of Work.

The Standard Operating Procedures (SOPs) of the contractor and any subcontractors shall meet all SOP requirements of LAC 33: I. Chapters 45-59, Laboratory Accreditation. SOP’s shall be made available to the Department for review upon request. SOP’s could become public records unless they are classified as confidential business information following the Department’s policy of declaration of confidential business information.

Multiple methods may be listed for the same analytes, but shall not be used interchangeably without the prior written approval of the Department Project Manager. Methods shown in the Schedule of Prices documents shall not be substituted with other accredited methods without prior written approval by the Department Project Manager. Payment for an approved alternative method will be at the same rate as the original method. The Contractor must be accredited for the alternative method and modified SOP also. The Contractor does not have to be accredited for every version of a method: i.e., if the Contractor has LELAP certification for Method 8280, this will meet the requirements for 8280A.

Updates to analytical methods must be followed when approved by the Department. All laboratory procedures shall be performed in accordance with the appropriate analytical method. Any deviations, variances or modifications must be equivalent or superior to the requirements of the analytical method and approved by the Department as required in LAC 33:I.5105.B. Comprehensive documentation of these deviations, variances or modifications must be included in the narrative of the final report.

**The Contractor is not required to be an EPA Contract Laboratory Program (CLP) laboratory.** However, as requested, the Contractor or its subcontractor must be able to provide a fully supported data package complete with CLP equivalent summary forms and all supporting documentation for any analysis that it performs for the Department. See also Section 5.3 Data Package below.

The analyte tables, Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) show a typical list of analytes that may be requested, i.e., the expected target analytes for each method that the Contractor shall perform.

Throughout the the contract term, the Contractor shall comply with the most current version of the RECAP document. However, the analyte list may vary for each sample location, and may potentially change on a project-by-project basis. Additional analytes may also be required as needed.

Where Fecal Coliform and/or Total Coliform analyses are requested, the Laboratory must employ a method that can provide numerical results from 10 to >10,000 colonies per 100 ml. Estimated values above or below this range shall be acceptable. Analytical results of TNTC or confluent will not be acceptable. Samples must be adequately diluted to achieve the required analytical results. The laboratory shall perform no less than three (3) dilutions per sample.

Where Ammonia Nitrogen analysis is requested, the sample must be distilled prior to concentration determination.

Where Lead analysis in air filters is requested, the preparation and analytical method must be compliant with EPA's List of Designated Reference and Equivalent Methods for Air Pollutants (<http://www.epa.gov/ttnamti1/files/ambient/criteria/reference-equivalent-methods-list.pdf>).

Regulation holding times for samples as specified in the applicable reference document (40 CFR Part 136 Table 1I, SW-846, or the analytical method) must be met.

## **2.4 Sample Quantitation Limits**

The reporting limits specified in Exhibits 1, 2, and 3 and Table 1 of the RECAP documents (see Section 9.2 LDEQ RECAP Documents for link to the current table) shall be Department required. The Contractor shall have the capability to achieve the sample quantitation/reporting limits using the analytical methods specified in Attachment 2, Schedule of Prices A, B, and C. If reporting limits are not specified in Exhibits 1, 2, and 3 or in Table 1 of the current RECAP document, the laboratory shall use their lowest achievable reporting limit.

Higher reporting limits attributable to interferences and high dilution factors due to sample matrices must be reported to the Department Project Manager and documented and explained in the laboratory narrative. If reporting limits must be modified due to matrix problems, the report shall reflect the modification. Routine disregard for required reporting limits shall be cause for corrective action taken by the Department at the Department's discretion, to the extent of contract termination.

The Contractor shall have documentation of instrument detection limits (established annually) to support its ability to achieve the method-specified sample quantitation limits. Method Detection Limit (MDL) studies shall be done as required by the method or as required by LELAP in LAC 33:1.5301.H.1.d. The 2009 TNI standard requires an MDL/Limit of Detection (LOD) determination when there is a "change in the test method that affects how the test is performed, or when a change of instrumentation occurs that affects the sensitivity of the analysis" (2009 TNI standard V1M4 1.5.2.1.e). MDL/LOD summaries shall be submitted upon request by the Department.

## **2.5 Sampling Supplies**

Sample containers and any necessary chemical preservatives will be provided by the Contractor. Related sampling supplies including but not limited to ice chests, deionized water, bubble bags, etc. will also be provided by the Contractor. The cost of sample containers, chemical preservatives, and related supplies, including shipment costs to any/all Department office(s), shall be included in the analytical prices and shall not be billed separately. Contractor must deliver/ship containers, preservatives, and supplies to all of the Department's regional offices within five (5) calendar days of notice.

## **2.6 Sample Pickup and Transport**

The Contractor must provide personnel and means of transport to pick up samples at Department Headquarters, all of the Department Regional Offices, or other designated locations, as directed.

Physical addresses of all known locations are provided below.

Acadiana Regional Office  
111 New Center Drive  
Lafayette, La. 70508

Bayou Lafourche Regional Office  
110 Barataria St.  
Lockport, LA 70374

Dept. of Environmental Quality (Headquarters/Capital Regional Office (CRO))  
602 N. Fifth St.  
Baton Rouge, LA 70802

Kisatchie Central Regional Office  
2129 Rainbow Drive  
Pineville, LA 71360

Northeast Regional Office  
508 Downing Pines Road  
West Monroe, LA 71292

Northwest Regional Office  
1525 Fairfield, Room 520  
Shreveport, LA 71101-4388

Southeast Regional Office  
201 Evans Road, Bldg 4, Suite 420  
New Orleans, LA 70123-5230

Southwest Regional Office  
1301 Gadwall Street  
Lake Charles, LA 70615

LDEQ Warehouse  
1824 Commercial Drive  
Port Allen, LA 70767

A local courier service shall be required for pickup and delivery, whether by direct employment or a subcontracted service provider. Common carrier shall not be an acceptable arrangement for routine performance of this contract. If the Contractor is notified before 2:00 p.m., sample pickup shall occur on the same day. If the Contractor is notified at 2:00 p.m. or later, sample pickup shall occur no later than 10:00 a.m. the following business day. If requested by the Department under unusual circumstances, i.e., hurricane response activities or major incidents, the Contractor shall pick up samples on weekends and holidays. Contractor shall provide emergency contact information in such incidents.

The Contractor shall furnish shipping containers (e.g. ice chests) for the purpose of transporting collected samples between the Department and the laboratory. The cost of shipping containers and all expenses related to sample/container transport shall be included in the Contractor's analytical prices and shall not be billed separately.

The Contractor shall secure the field samples under strict chain-of-custody procedures. Contractor shall follow the packing recommendations stipulated in Section 6 of USEPA'S A Compendium of Superfund Field Operations Methods, EPA/540/P-87/001, OSWER Directive 9355.0-14, 1987, and the Department of Transportation (DOT) rules governing the transportation of hazardous materials.

The Contractor shall be responsible for any damages to samples once custody has been accepted, including transport to subcontractors.

## **2.7 Chain of Custody/Sample Receipt**

The Contractors shall use the Department provided chain of custody form(s). The chain of custody (COC) forms shall be included with each sampling episode. Samples will be uniquely identified as noted on the COC form.

The Contractor must document any appropriate comments or observations related to sample quality as received (e.g., if the custody seals were intact, sample temperature, and condition of samples on receipt, etc.). Any and all anomalies (i.e., temperature excursions, broken containers, etc.) must be reported to the Department Project Manager within one working day of sample receipt, or as soon as the anomaly is detected. Conditions of sample receipt or other sample handling issues must be included in the narrative of the analytical report.

Any anomalies or incidents associated with the Department samples that occur after initial sample receipt must be reported to the Department Project Manager or designee within 48 hours of occurrence.

If a holding time violation is anticipated or has occurred, the Department Project Manager must be notified immediately for approval to proceed or discard the analysis/entire sample.

For all samples received by the Contractor, a sample receipt confirmation must be submitted, including a copy of the chain of custody.

Internal chain of custody records must be maintained for all containers of all samples submitted under this contract. Laboratory custody shall begin with sample receipt. Each exchange of custody within the laboratory must be documented with date, time, name of employee, and reason for transfer. Copies of the internal chains of custody shall be included in the data package when fully supporting documentation is requested.

In addition to internal chain of custody records, the Contractor must maintain a laboratory signature log for all of its employees that come in contact with samples. The signature log must include the typed name of every employee with their signature. A copy of the laboratory signature log must be maintained at the laboratory and made available to the Department upon request. In instances of samples related to criminal investigation cases, additional personal information (i.e., date of birth, contact information, driver's license number, etc.) may be requested of Contractor employees pursuant to court proceedings. This will be considered routine performance of this Statement of Work and will only fall under Expert Testimony if actual testimony is required. See Section 2.14 for more information.

## **2.8 Quality Assurance/Quality Control (QA/QC) Requirements**

The Contractor and any subcontractor shall maintain a QA/QC Plan that meets or exceeds all LELAP requirements. The QA/QC plan at a minimum shall meet the requirements of LAC 33:I.5301, including but not limited to having protocols in place to evaluate test performance such as accuracy and precision and annual review of the quality system. The objective of the Contractor's QA/QC plan shall be to ensure that the resulting data are acceptable. All data, including QA/QC, generated under this contract shall be subject to inspection and review at any time by the Department and/or its authorized representatives.

The narrative of the analytical report must identify any problems encountered with analytical batch or method QA/QC.

Ninety percent (90%) of all data must have acceptable QA/QC. Acceptable QA/QC shall be defined here as results/recoveries for any quality control sample associated with samples collected under this contract within method specified control limits, including but not limited to method blanks, blank spike and spike duplicates, method spikes and spike duplicates, surrogates, and initial calibration verification. Corrective action shall be taken by the Department at its discretion, to the extent of contract termination, if this requirement is not met.

## **2.9 Internal Laboratory Verification**

The Contractor must have Standard Operating Procedures (SOPs) that detail the appropriate level of laboratory review. Each analytical data package must be complete, legible, and logically organized. The analytical data package shall represent the best efforts of the laboratory and must have been subjected to adequate and sufficient quality review prior to submission. This provision shall include all data generated by subcontractors.

## **2.10 Library Searches**

For organic volatile and semivolatile samples, the Contractor shall execute a library search for non-target sample components for the purpose of tentative identification. For this purpose, the NIST (05/92 release or later) or equivalent mass spectral library shall be used. The guidelines for making tentative identifications shall be those described in Sections 11.2.4, Page D-32/VOA and 11.1.2.5, Page D-43/SVOA of the CLP Statement of Work SOM 01.1.

Library searches shall be done on all organic volatile and semivolatile sample analyses. The Department shall require the ten (10) highest concentration Tentatively Identified Compounds (TIC's) to be reported. The TIC and estimated concentration must be included in the reports. Alkanes shall not be counted as part of the ten (10) non-target compounds. When alkanes are tentatively identified, the estimated concentration(s), retention time(s), and class (i.e., straight-chain, branched, or cyclic) will be reported as a series in the laboratory narrative.

## **2.11 Sample Storage and Disposal**

After all analyses are completed, the raw field samples and associated extracts shall be retained in the event that any parameter must be reanalyzed. They shall be placed in appropriate storage until either fourteen calendar days after report is issued or sample holding time expiration, whichever is sooner, unless (a) otherwise notified in writing by the Department that the samples must be retained longer or (b) the samples were submitted for criminal investigations as described in the paragraph below. Samples shall be stored in a designated, secure, climate controlled location and its access limited to authorized personnel only. At the end of the storage period, the Contractor shall dispose of all sample material in accordance with applicable state and federal laws, regulations, ordinances, and codes. The cost of storage and proper disposal of all remaining sample material shall be included in the Contractor's analytical prices, and shall not be billed separately.

Samples submitted to the laboratory for criminal investigations, as identified on individual chain-of-custody forms, shall be stored at the laboratory in a separate, secured location. Such samples shall be stored until picked up by the Department or its designee or until the laboratory is directed in writing by the Department to dispose of the samples. Criminal investigation samples must be stored for at least four (4) months. At the end of the four months, the laboratory must contact the Department in writing to request disposition of the criminal investigation samples.

## **2.12 Turnaround Time (TAT)**

The Contractor shall report all analytical results to the Department as soon as the data are available, but no later than 30 calendar days from sample receipt. Turnaround time (TAT) shall commence with the laboratory's acceptance of the samples as noted by the time and date of the signature on the chain of custody form.

The Department may find it necessary to obtain analytical results in less than the turnaround time stated above. In these instances, the Department will notify the laboratory in writing prior to sample receipt or as soon as possible. A cost factor (multiplier) for expediting sample turnaround will be applied. However, if a sample designated for rapid turnaround is not completed in the time allotted, payment will be made according to the TAT multiplier equal to the actual TAT days used for report delivery, or the next highest increment for TAT multipliers, even if the delay is caused by events beyond the control of the Contractor. The Department must be notified in advance if acceptance of rapid turnaround samples will cause delays in the standard turnaround time for other samples.

When necessary, the Contractor must be able to pick up/receive samples late Friday and on weekends or holidays to meet holding time requirements or if samples require a quick turnaround time. If samples are routine and holding times allow, the samples shall be picked up no later than 10 AM the following Monday. The Contractor must coordinate pickup to meet short holding times.

## **2.13 Consultation**

The Contractor shall provide technical assistance regarding sample collection, analysis, and reporting as specifically requested by the Department. These issues will be considered routine and part of this Statement of Work and shall be included in the Contractor's analytical prices and shall not be billed separately.

If necessary during the term of the contract, the Contractor shall provide analytical consulting services not otherwise defined in this Statement of Work (i.e., meetings, conferences). In those instances, arrangement to provide consulting services will be made on an "as needed" basis. Consulting conferences shall primarily involve discussions concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents and provide background information within its areas of expertise. The Contractor shall provide organized reports, calculations, and any other documentation necessary to consult regarding the data in question. Anticipated hours of consulting will be negotiated in advance between the Department and the Contractor.

## **2.14 Expert Testimony**

If necessary during the term of the contract, the Contractor shall provide qualified expert witnesses for court testimony concerning analytical methodology and the resulting data for samples analyzed for the Department. The Contractor will prepare documents, assist in the finding of fact, and provide background information within its areas of expertise. The Contractor

shall provide representation and organized reports, calculations, and any other documentation necessary to defend the data in question. Reports and documents gathered by the Contractor for presentation must be submitted to the Department for review and approval prior to their presentation.

If the Contractor is called on to provide expert testimony, a written report describing the Contractor's activities concerning the testimony shall be submitted to the Department. Originals of all documents as well as copies of all calculations and visual aids used during the representation of the Department shall be submitted with this report.

## **2.15 Laboratory Audits**

The Contractor shall be available for auditing by the Department or its designated representative(s) at any time. In addition to the biennial LELAP audits necessary to maintain accreditation, if during the term of the contract the Department suspects poor performance, the Department shall reserve the right to perform additional audits, at the expense of the Contractor.

## **3.0 PROJECT SCHEDULE**

Samples will be submitted to the Contractor as needed by the Department. Within 30 calendar days of sample receipt, a completed deliverable will be submitted to the Department. Accelerated turnaround times may be necessary. No minimum amount of work is guaranteed.

## **4.0 MINIMUM QUALIFICATIONS OF THE CONTRACTOR'S PERSONNEL**

The Contractor shall provide qualified personnel, including non-supervisory, to accomplish the required tasks. All personnel, including non-supervisory personnel, shall meet education and experience requirements of LAC 33:I. Chapters 45-59, Laboratory Accreditation.

## **5.0 PROJECT MANAGEMENT**

The Contractor shall provide efficient management throughout the term of the contract to ensure the successful completion of assigned projects. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

The Department shall be notified, in accordance with LAC 33:I.4715.C and LAC 33:I.5705, of the revocation of accreditation by any state, and will result in automatic suspension of LELAP accreditation. Loss of LELAP accreditation shall be reason for termination of this contract.

If the samples to be analyzed by the Contractor are known or suspected to contain hazardous materials, substances, or waste, it shall be the Contractor's responsibility to take all necessary measures to ensure his employees' or subcontractors' employees' safety.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;
  - (c) meetings
  - (d) resolving disputes between the Contractor and the Department; and
  - (e) compliance by the Contractor with all contract clauses and conditions;
- (3) record-keeping; and
- (4) preparation and submission of submittals and deliverables, including but not limited to, analytical reports.

The Contractor shall assign a Project Manager, as listed in the Contractor's proposal, to represent the Contractor's organization and to manage the project. The Contractor's Project Manager shall be responsible for project monitoring and compliance. The Contractor's Project Manager must keep the Department Project Manager informed of the project status through written informal communication.

The Contractor's Technical Director as listed in the Contractor's proposal shall fulfill the role of technical liaison, who will assist with questions regarding laboratory procedures or specific analyses. The technical liaison shall be knowledgeable of the provisions of this Statement of Work, in laboratory procedures and methodology, and the day-to-day operation of the facility. The Department will provide Data Quality Objectives (DQOs) to the laboratory when available. When interferences or dilutions will yield marginal results, those shall be reported to the Department as soon as possible. The technical liaison shall then propose alternative accredited analytical methods to accomplish the data quality objectives of the project. Payment for an approved alternative method will be at the same rate as the original method. The Contractor shall designate a back-up in the event that the technical liaison is not available.

The Contractor shall notify the Department in writing of any changes in assigned Project Manager or Technical Liaison. The Department shall reserve the right to approve the person assigned to either position, as well as require the replacement of that designee should he/she be found unresponsive to the Department's inquiries.

### **5.1 Subcontractor Requirements**

All subcontractors used by the Contractor for this project must meet all requirements referenced in Section 2.0 Contractor Tasks, including laboratory accreditation requirements. Subcontractors must be listed in the Contractor's proposal or approved in writing by the Department before

performing any work for the prime contractor under this contract. It shall be the responsibility of the prime contractor to ensure that requirements for quality assurance/quality control and turnaround time are met.

## **5.2 Deliverables**

The Contractor shall prepare and submit one (1) electronic copy of the analytical results (with official laboratory signature) and one (1) LDEQ Electronic Data Deliverable (EDD) as soon as the data are available but no longer than thirty (30) calendar days from receipt of samples. The Prime Contractor must submit all deliverables generated under this contract. No deliverables will be accepted directly from subcontractors. The analytical reports and EDDs shall be sent to the following email address: [deqlabinfo@la.gov](mailto:deqlabinfo@la.gov).

If hard copy reports are required, they shall be sent to:

Louisiana Department of Environmental Quality  
Office of Environmental Compliance  
P. O. Box 4312  
Baton Rouge, Louisiana 70821  
Attn: Sandy Bateman

Unreasonable (as determined by the Department) mailing delays shall be remedied by the Contractor at his expense. Analytical reports sent by overnight means or by courier shall be directed to the Department's (physical) headquarters address listed above in Section 2.6, Sample Pickup and Transport at the Contractor's expense.

The Contractor must be capable of producing two types of data deliverables to meet the requirements of this Statement of Work – a summary report and a fully-supported data package. Refer to the Department's public web page for the Department's Electronic Data Deliverable (EDD) Submittal Requirements Manual and List of Valid Values:  
[www.deq.louisiana.gov/portal/tabid/2839/default.aspx](http://www.deq.louisiana.gov/portal/tabid/2839/default.aspx).

Criteria for rejection of deliverables shall include, but shall not be limited to:

- Not meeting holding time
- Consistently not meeting required reporting limits
- Contractor using incorrect method
- Contractor QC not according to method
- Contractor QC not acceptable
- Improper reporting (including no EDD, no raw data)
- Incorrect EDDs

At Department's discretion, failure to meet the deliverable criteria shall result in penalties assessed to the Contractor. These penalties may include reimbursement/non-payment for analytical work.

The Department will review the report, provide comments as necessary, and forward any comments to the Contractor. The Contractor shall address all comments and submit a final document for acceptance within seven days of Department request. Upon completion of the contract, the Contractor shall return all materials provided by the Department for use during this contract.

### **5.3 Data Packages**

The Contractor shall have the capability of producing summary or fully-supported data packages as directed by the Department.

It is anticipated that less than 50% of analyses will require fully-supported data packages; however, this could be greater based upon the needs of the Department. The Contractor must be able to provide these for any analyses that are conducted.

Fully-supported data packages shall require submitting all raw data and the associated CLP or equivalent summary forms. Summary reports shall not require attaching raw data.

The narrative of both the summary and fully-supported data reports must address any issues with chain-of-custody, preservation, condition of the sample upon receipt by laboratory personnel, unacceptable QA/QC, and any other notable concerns or issues with the sample and its analytical results.

Preparation methods, as well as any clean up procedures, must be identified in the final report.

When revisions/corrections are requested, the narrative must be revised to describe the reason for change.

#### **5.3.1 Summary Reports**

Summary reports must include at a minimum all requirements of LAC 33:I:5313 for reporting. Copies of the chain of custodies must also be included. The data deliverable package shall be one complete document, paginated, with reproduction quality such that all pages are legible. The EDD shall be checked with the EQUIS<sup>®</sup> Electronic Data Processor (EDP) and be free of errors. The report must include the laboratory certification number, the date of report preparation, and a cross-reference between the Department sample identifications and the laboratory identifications. The report must define any data qualifiers contained in the analytical results. Associated QC data must be included in the analytical report and the EDD.

#### **5.3.2 Fully Supported Data Packages**

Fully-supported data packages must contain all of the required information as the summary report with the additional CLP or equivalent forms and all supporting raw and calculated data. Supporting raw data shall include, but shall not be limited to, extraction logs, preparation/digestion logs, quantitation reports, chromatograms, instrument analysis reports, analysis/sequence run logs, percent moisture logs, weight logs, bench sheets, standard and

reagent logs, sample receipt checklist(s), etc. Raw data for all samples (including any and all dilutions) and any associated method or batch quality control samples must be included. The Contractor shall refer to the applicable CLP SOW for more detailed descriptions of the required forms (<http://www.epa.gov/superfund/programs/clp>). Custom forms equivalent to the CLP forms shall be acceptable.

## **6.0 DEPARTMENT RESPONSIBILITIES**

As part of its responsibilities under the contract, the Department shall:

- (1) provide point of contact (liaison) for technical activities (Project Manager) to determine and manage the scope, quantity, amount, duration, and timing of analytical tests for the Contractor;
- (2) provide point of contact (liaison) for contract activities (Contract Manager);
- (3) collect samples, label them, and prepare the samples for pickup/shipment, with completed chain of custody form(s);
- (4) provide locations for sample pickup;
- (5) when possible, indicate the expected concentration (low vs. high) on the chain of custody form;
- (6) indicate when fully supported data packages are required;
- (7) answer questions about a given sample as necessary;
- (8) monitor the Contractor's QA/QC activities; and
- (9) review, require revision as necessary, and accept deliverables.

The Department will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, the Department shall not be responsible for the Contractor's performance of the work and reserves the right to reject or require correction of deficient work.

## **7.0 MONITORING AND METHODS TO MEASURE PERFORMANCE**

The Department Project Manager will monitor the progress of the Contractor during the contract by:

- (1) Monitoring the Contractor's work through telephone or email communication, or meetings when necessary;

- (2) ensuring that deliverables are submitted within the timeframe of the contract and meet project specific requirements;
- (3) reviewing, requiring correction as necessary, and approving all deliverables and submittals prior to payment; and
- (4) monitoring the status of the laboratory's LELAP accreditation as necessary.

The Department will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

## **8.0 MEASUREMENT AND PAYMENT**

The Contractor shall be compensated for the tasks required in this Statement of Work according to the rates specified in Attachment 2, Schedule of Prices A, B, C, and D.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor without written authorization from the Department in the form of an approved contract amendment will not entitle him to an increase in contract price.

### **8.1 Commencement Conference or Conference Call**

The commencement conference payment line item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at the Department's Headquarters in Baton Rouge, or by conference call. Payment shall be made in one lump sum in accordance with the rates provided in Attachment 2, Schedule of Prices D for a face to face meeting, or the lump sum for a conference call, as directed by the Department. Attendance of the Contractor's Project Manager shall be mandatory. Payment will be made by the Department following completion of the conference and submission of the Contractor's invoice. Only one line item shall be charged. If the conference is waived, the Department will not be charged.

### **8.2 Payment for Analyses**

The Contractor shall be paid by the Department for actual analyses performed upon approval of compliant, timely deliverables according to the analytical rates listed in Attachment 2, Schedule of Prices A, B, and C. Untimely, incomplete deliverables shall be subject to reimbursement/non-payment for analyses at the discretion of the Department. Payment for sample analysis will not be made until completion of all work in that sample delivery group (SDG).

Prices listed in Attachment 2, Schedule of Prices A, B, and C shall be for normal 30 calendar days turnaround time and summary/standard reports. When rapid turnaround time (TAT) is required, as directed in writing by the Department, the appropriate TAT multiplier from Schedule of Prices D shall be applied to the analytical rates. If the number of actual TAT days

falls between two of the multiplier options, payment will be made according to the higher number of TAT days.

When fully-supported data packages are required, as noted on the chain of custody or advised in writing by the Department Project Manager, the multiplier for fully-supported data packages shall be applied to the analytical rates in the Schedule of Prices A, B, and C.

Sample preparation and cleanup procedure costs, including but not limited to extraction, preparation, distillation, digestion, cleanup, etc. as applicable, shall be included in the Contractor's analytical prices and not billed separately. No separate payments will be made for these procedures.

The prices of dilutions shall be included in the Contractor's analytical prices and not billed separately.

The price for providing tentatively identified compound (TIC) data for organic volatile and semivolatile analyses shall be included in the Contractor's analytical prices and not billed separately.

Multipliers shown in Attachment 2, Schedule of Prices D, shall apply to all analyses listed in the Attachment 2, Schedule of Prices A, B, and C. It shall be acceptable for more than one multiplier to be applied (i.e., rapid TAT and fully-supported data). All multipliers shall be applied to the base analytical rates.

The Holiday Surcharge line item shall only be applied when the work to be performed on the holiday is at the specific written request and approval of the Department and turnaround time and/or sample holding times do not permit performance of these tasks during normal business/non-holiday hours. It shall be used for sample receipt and/or analysis. It shall only be applied once per day for the following days: Good Friday, Easter, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day.

Prices included in the Schedule of Prices documents shall be for liquids and solids, unless specifically marked "tissue" or specifically indicated otherwise.

### **8.3 Payment for Consulting Services or Expert Testimony**

The Consulting Services payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D, and shall include all direct and indirect costs related to this task. Payment shall be limited to actual hours as documented on signed time sheets. Invoices for consulting services shall be accompanied by a written request by the Department Project Manager for reimbursable consulting services. The hourly consultation rate shall not be used for routine correspondence between the Department and the Contractor related to samples and analysis.

The Expert Testimony payment item shall be according to the hourly rate in Attachment 2, Schedule of Prices D, and shall include all direct and indirect costs related to this task. Payment

shall be limited to actual hours as documented on signed time sheets or as evidenced by the duration of hearings and/or court cases.

#### **8.4 Travel Time and Expenses for Consulting Services or Expert Testimony**

Travel time for Consulting Services or Expert Testimony as directed by the Department shall be reimbursed according to the rate specified in Attachment 2, Schedule of Prices D.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49 (<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>).

#### **9.0 RESOURCES**

Valuable information concerning this RFP can be found using the following links:

##### **9.1 LDEQ EDD Submittal Requirements Manual and List of Valid Values**

[www.deq.louisiana.gov/portal/tabid/2839/default.aspx](http://www.deq.louisiana.gov/portal/tabid/2839/default.aspx)

##### **9.2 LDEQ RECAP Documents (current at RFP issuance date)**

<http://www.deq.louisiana.gov/portal/LinkClick.aspx?fileticket=bIPYm4ICf9g%3d&tabid=2930>

##### **9.3 Louisiana Administrative Code Title 33**

Category II Hazardous Wastes (LAC 33:V.4903)

<http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title33/33v05-201011.pdf>

Solid Waste – Groundwater Sampling and Analysis Plan – Appendix C (LAC 33:VII.3005)

<http://www.deq.louisiana.gov/portal/Portals/0/planning/regs/title33/33v07-201106.pdf>

##### **9.4 CLP Statement of Work**

<http://www.epa.gov/superfund/programs/clp/analytic.htm>

##### **9.5 LELAP Information and Regulations**

<http://www.deq.louisiana.gov/portal/DIVISIONS/PublicParticipationandPermitSupport/LouisianaLaboratoryAccreditationProgram.aspx>

2009 TNI standard: <http://www.nelac-institute.org/content/CSDP/standards.php>

##### **9.6 LDEQ Water Quality Standards and Assessment QAPP**

Ambient Water Quality:

<http://edms.deq.louisiana.gov/app/doc/view.aspx?doc=9528829&ob=yes&child=yes>

## **9.7 Other Document References**

Test Methods for Evaluating Solid Waste Physical/Chemical Methods, 3rd Edition with approved updates, SW-846, Office of Solid Waste and Emergency Response, U.S. Environmental Protection Agency, Washington, DC. SW-846 Methods may also be found at SW-846 On-Line - <http://www.epa.gov/waste/hazard/testmethods/sw846/online/index.htm>.

Clean Water Act Methods - <http://water.epa.gov/scitech/methods/cwa/index.cfm>.

Standard Methods for the Examination of Water and Wastewater, American Public Health Association, 1015 Fifteenth Street N. W., Washington, D. C., 20005. The most current 40CFR Part 136 approved edition, including Online editions.

Federal Register, Vol 40, No. 136, the most current revisions.

Federal Register, Vol. 49, No. 209, 43234-43442, Friday, October 26, 1984 or the most current revisions.

**Attachment 2**  
**Schedule of Prices A**  
**Routine Clean Water Act Methods**

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2  
 \*\*\*Please refer to footnotes prior to completing document\*\*\*

INORGANICS								
CAS Number	Analyte Code	Analyte	Method <sup>1</sup>	Reporting Limit <sup>2</sup>	Rate <sup>3</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>4</sup>
ALK	1505	Alkalinity	SM2320B	2.0-5.0 mg/L	\$			
NH3N	1515	Ammonia Nitrogen as N	SM4500B+SM4500 NH3C,D,E, or H	0.1 mg/L	\$			
16887-00-6	1575	Chloride	EPA 300.0 or SM4500 Cl-C or SM4500 Cl-E	1.25 mg/L	\$			
COLOR	1605	True Color	SM2120B	5 PCU	\$			
HARD	1755	Total Hardness as CaCO3	SM2340B or C	5 mg/L	\$			
TKN	1795	Total Kjeldahl Nitrogen (TKN)	EPA 351.2 or SM4500 NH3-C or SM4500 NH3-D	0.10 mg/L	\$			
NO3NO2N	1820	Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.05 mg/L	\$			
NO3NO2N	1820	Low Level Nitrate-Nitrite Nitrogen as N	EPA 353.2 or SM4500 NO3 F	0.01 mg/L	\$			
	1910	Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.05 mg/L	\$			
	1910	Low Level Total Phosphorus (TP)	EPA 365.4 or SM4500 P-E	0.004 mg/L	\$			
TDS	1955	Residue-filterable (Total Dissolved Solids (TDS))	SM2540C	10 mg/L	\$			
TSS	1960	Residue-non-filterable (Total Suspended Solids (TSS))	SM2540D	4 mg/L	\$			
SC	1610	Specific Conductance	EPA 120.1 or SM2510B	10 umhos/cm	\$			
14808-79-8	2000	Sulfate	EPA 300.0	1.25 mg/L	\$			
TURB	2055	Turbidity	EPA 180.1 or SM2130B	1 NTU	\$			
TOTPHEN	1905	Total Phenolics	EPA 420.1	2 ug/L	\$			
FECCOLIFORM	2530	Fecal Coliforms	SM9222D or SM9221B&E	2 colonies/100 ml	\$			

**Attachment 2**  
**Schedule of Prices A**  
**Routine Clean Water Act Methods**

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CAS Number	Analyte Code	Analyte	Method <sup>1</sup>	Reporting Limit <sup>2</sup>	Rate <sup>3</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>4</sup>
BOD5	1530	Biochemical Oxygen Demand, 5 day (BOD5)	SM5210B	2.0 mg/L	\$			
OILGREASE	1860	Oil and Grease (HEM)	EPA 1664	5.0 mg/L	\$			
COD	1565	Chemical Oxygen Demand	EPA 410.4 or SM5220D	20 mg/L	\$			
TOC	2040	Total Organic Carbon	SM5310B	2.0 mg/L	\$			
CBOD5	1555	Carbonaceous Biochemical Oxygen Demand, 5 day (CBOD5)	SM5210B	2.0 mg/L	\$			
479-61-8	9344	Chlorophyll a	EPA 445 or EPA 447	1 ug/L	\$			
	10297	Pheophytin a	EPA 445 or EPA 447	1 ug/L	\$			
	1870	Orthophosphate as P, filtered	EPA 365.1	0.02 ug/L	\$			
PH	1900	pH	SM4500-H B	0.01 SU	\$			
VSS	1970	Volatile Suspended Solids	EPA 160.4	1 mg/L	\$			

**METALS**

See Exhibit 1, Analyte lists for specifics required by each method.

See Exhibit 1	See Exhibit 1	Metals by ICP, per metal	EPA 200.7	See Exhibit 1	\$			
See Exhibit 1	See Exhibit 1	Metals by ICP/MS, per metal	EPA 200.8	See Exhibit 1	\$			
7439-97-6	1095	Mercury	EPA 245.1	0.05 ug/L	\$			

## Attachment 2

### Schedule of Prices A

#### Routine Clean Water Act Methods

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CAS Number	Analyte Code	Analyte	Method <sup>1</sup>	Reporting Limit <sup>2</sup>	Rate <sup>3</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>4</sup>
<b>ORGANICS</b>								
<b>See Exhibit 1, Analyte Lists for specifics required for each organic method.</b>								
See Exhibit 1	See Exhibit 1	Volatiles	EPA 624 or 601/602	0.5 ug/L	\$			
See Exhibit 1	See Exhibit 1	Volatiles by GC/MS (Drinking Water method but used for Non-Potable Water) NOTE - ONLY LDHH certification is required.	EPA 524.2	0.5 ug/L	\$			
See Exhibit 1	See Exhibit 1	Semivolatiles	EPA 625	See Exhibit 1	\$			
See Exhibit 1	See Exhibit 1	Pesticides	EPA 608 or 625	See Exhibit 1	\$			
See Exhibit 1	See Exhibit 1	PCBs	EPA 608 or 625	See Exhibit 1	\$			

<sup>1</sup> Alternative methods to those listed here will only be accepted if they are approved in the 40 CFR Part 136, and approved in writing by the LDEQ Project Manager.

<sup>2</sup> Reporting limits MUST be equal to or less than those listed herein. Higher reporting limits will not be accepted, with the exception of dilution and matrix interference as discussed in Attachment 1, SOW, Section 2.4, Sample Quantitation Limits.

<sup>3</sup> Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, clean up costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

<sup>4</sup> If more than one method is listed, the proposer should write the one that will be used. Any alternative methods listed shall require prior written approval by the Department

\*ALL BLANKS IN THE RATE COLUMN MUST BE COMPLETED. (\*If the method is not performed by the laboratory, "No Bid" should be entered in the rate column.)

\*ALL APPLICABLE BLANKS IN THE ACCREDITATION STATUS COLUMN MUST BE COMPLETED. (i.e., consistent with the offered tests in response to the minimum test coverage requirement)

## Exhibit 1

## Analyte Lists for Attachment 2, Schedule of Prices A

Note: LDEQ requires additional analytes that are not listed in the original reference methods. These additional analytes must also have LELAP accreditation. Analyte lists may vary by project.

## METALS ANALYTE LIST

CASRN	Analyte Code	Parameter	EPA 200.7 Reporting Limit	EPA 200.8 Reporting Limit
7429-90-5	1000	Aluminum	100 ug/L	100 ug/L
7440-36-0	1005	Antimony	6.0 ug/L	1.0 ug/L
7440-38-2	1010	Arsenic	10 ug/L	1.0 ug/L
7440-39-3	1015	Barium	1.0 ug/L	1.0 ug/L
7440-41-7	1020	Beryllium	1.0 ug/L	1.0 ug/L
7440-43-9	1030	Cadmium	1.0 ug/L	1.0 ug/L
7440-70-2	1035	Calcium	1000 ug/L	1000 ug/L
7440-47-3	1040	Chromium	5 ug/L	1.0 ug/L
7440-48-4	1050	Cobalt	5 ug/L	1.0 ug/L
7440-50-8	1055	Copper	10 ug/L	1.0 ug/L
7439-89-6	1070	Iron	20 ug/L	20 ug/L
7439-92-1	1075	Lead	10 ug/L	1.0 ug/L
7439-95-4	1085	Magnesium	1000 ug/L	1000 ug/L
7439-96-5	1090	Manganese	10 ug/L	1.0 ug/L
7439-98-7	1100	Molybdenum	20 ug/L	1.0 ug/L
7440-02-0	1105	Nickel	5 ug/L	1.0 ug/L
7440-09-7	1125	Potassium	1000 ug/L	1.0 ug/L
7782-49-2	1140	Selenium	30 ug/L	1.0 ug/L
	1990	Silica as SiO <sub>2</sub>	1000 ug/L	1.0 ug/L
7440-22-4	1150	Silver	10 ug/L	1.0 ug/L
7440-23-5	1155	Sodium	1000 ug/L	1000 ug/L
7440-28-0	1165	Thallium	30 ug/L	1.0 ug/L
7440-62-2	1185	Vanadium	5 ug/L	1.0 ug/L
7440-66-6	1190	Zinc	20 ug/L	10 ug/L

## ORGANIC ANALYTE LISTS

## VOLATILES

CASRN	Analyte Code	Parameter	EPA 624	EPA 601/602 or EPA 624	EPA 524.2
71-55-6	5160	1,1,1-trichloroethane	X	X	X
79-34-5	5110	1,1,2,2-tetrachloroethane	X	X	---
79-00-5	5165	1,1,2-trichloroethane	X	X	X
75-34-3	4630	1,1-dichloroethane	X	X	---
75-35-4	4640	1,1-dichloroethene	X	X	X
120-82-1	5155	1,2,4-trichlorobenzene	---	---	X
95-50-1	4610	1,2-dichlorobenzene	X	X	X
107-06-2	4635	1,2-dichloroethane	X	X	X
78-87-5	4655	1,2-dichloropropane	X	X	X
541-73-1	4615	1,3-dichlorobenzene	X	X	---
106-46-7	4620	1,4-dichlorobenzene	X	X	X
71-43-2	4375	Benzene	X	X	X
75-27-4	4395	Bromodichloromethane	X	X	X
75-25-2	4400	Bromoform	X	X	X
74-83-9	4950	Bromomethane	X	X	---
56-23-5	4455	Carbon tetrachloride	X	X	X
108-90-7	4475	Chlorobenzene	X	X	X
75-00-3	4485	Chloroethane	X	X	---
67-66-3	4505	Chloroform	X	X	X
74-87-3	4960	Chloromethane	X	X	---
156-59-2	4645	cis-1,2-dichloroethene	---	---	X

## Exhibit 1

### Analyte Lists for Attachment 2, Schedule of Prices A

**Note:** LDEQ requires additional analytes that are not listed in the original reference methods. These additional analytes must also have LELAP accreditation. Analyte lists may vary by project.

10061-01-5	4680	cis-1-3-dichloropropene	X	X	---
124-48-1	4575	Dibromochloromethane	X	X	X
100-41-4	4765	Ethylbenzene	X	X	X
1634-04-4	5000	Methyl-t-butyl ether	X	X	X
75-09-2	4975	Methylene chloride	X	X	X
95-47-6	5250	o-Xylene	X	---	X
XYLENESMP	5240	p&m-Xylenes	X	---	X
100-42-5	5100	Styrene	X	---	X
127-18-4	5115	Tetrachloroethene	X	X	X
108-88-3	5140	Toluene	X	X	X
156-60-5	4700	trans-1,2-dichloroethene	X	X	X
10061-02-6	4685	trans-1,3-dichloropropene	X	X	---
79-01-6	5170	Trichloroethene	X	X	X
75-69-4	5175	Trichlorofluoromethane	X	X	---
75-01-4	5235	Vinyl chloride	X	X	X

**X = REQUIRED; --- = NOT APPLICABLE TO SPECIFIED METHOD**

SEMIVOLATILES			
CASRN	Analyte Code	Parameter	Reporting Limit (ug/L)
120-82-1	5155	1,2,4-Trichlorobenzene	10
88-06-2	6840	2,4,6-Trichlorophenol	20
120-83-2	6000	2,4 Dichlorophenol	20
105-67-9	6130	2,4-Dimethylphenol	20
51-28-5	6175	2,4-Dinitrophenol	20
121-14-2	6185	2,4-Dinitrotoluene	10
606-20-2	6190	2,6-Dinitrotoluene	10
91-58-7	5795	2-Chloronaphthalene	10
95-57-8	5800	2-Chlorophenol	20
534-52-1	6360	2-methyl-4,6-Dinitrophenol	20
88-75-5	6490	2-Nitrophenol	20
91-94-1	5945	3,3'-Dichlorobenzidine	10
101-55-3	5660	4-Bromophenyl phenyl ether	10
59-50-7	5700	4-Chloro-3-methylphenol	20
7005-72-3	5825	4-Chlorophenyl phenyl ether	10
100-02-7	6500	4-Nitrophenol	20
83-32-9	5500	Acenaphthene	10
208-96-8	5505	Acenaphthylene	10
120-12-7	5555	Anthracene	10
92-87-5	5595	Benzidine	20
56-55-3	5575	Benzo(a)anthracene	10
50-32-8	5580	Benzo(a)pyrene	10
205-99-2	5585	Benzo(b)fluoranthene	10
191-24-2	5590	Benzo(g,h,i)perylene	10
207-08-9	5600	Benzo(k)fluoranthene	10
111-91-1	5760	Bis(2-chloroethoxy)methane	10
111-44-4	5765	Bis(2-chloroethyl)ether	10
108-60-1	5780	Bis(2-chloroisopropyl)ether	10
117-81-7	6065	Bis(2-ethylhexyl)phthalate	10
85-68-7	5670	Butylbenzylphthalate	10
218-01-9	5855	Chrysene	10
84-74-2	5925	Di-n-butylphthalate	10
117-84-0	6200	Di-n-octylphthalate	10
53-70-3	5895	Dibenz(a,h)anthracene	10
84-66-2	6070	Diethylphthalate	10
131-11-3	6135	Dimethylphthalate	10
206-44-0	6265	Fluoranthene	10

## Exhibit 1

### Analyte Lists for Attachment 2, Schedule of Prices A

**Note:** LDEQ requires additional analytes that are not listed in the original reference methods. These additional analytes must also have LELAP accreditation. Analyte lists may vary by project.

86-73-7	6270	Fluorene	10
118-74-1	6275	Hexachlorobenzene	10
87-68-3	4835	Hexachlorobutadiene	10
77-47-4	6285	Hexachlorocyclopentadiene	10
67-72-1	4840	Hexachloroethane	10
193-39-5	6315	Indeno(1,2,3-cd)pyrene	10
78-59-1	6320	Isophorone	10
62-75-9	6530	N-Nitrosodimethylamine	10
86-30-6 / 122-39-4	6535 / 6205	N-Nitrosodiphenylamine/ Diphenylamine	10
621-64-7	6545	N-Nitroso-di-n-propylamine	10
91-20-3	5005	Napthalene	10
98-95-3	5015	Nitrobenzene	10
87-86-5	6605	Pentachlorophenol	20
85-01-8	6615	Phenanthrene	10
108-95-2	6625	Phenol	20
129-00-0	6665	Pyrene	10

PESTICIDES			
CASRN	Analyte Code	Parameter	Reporting Limit (ug/L)
72-54-8	7355	4,4'-DDD	0.4
72-55-9	7360	4,4'-DDE	0.4
50-29-3	7365	4,4'-DDT	0.4
309-00-2	7025	Aldrin	0.4
319-84-6	7110	alpha BHC	0.4
319-85-7	7115	beta BHC	0.4
5103-71-9	7240	alpha Chlordane	0.4
5103-74-2	7245	gamma Chlordane	0.4
57-74-9	7250	Chlordane	2
319-86-8	7105	delta BHC	0.4
60-57-1	7470	Dieldrin	0.4
959-98-8	7510	Endosulfan I	0.4
33213-65-9	7515	Endosulfan II	0.4
1031-07-8	7520	Endosulfan Sulfate	0.4
72-20-8	7540	Endrin	0.4
7421-93-4	7530	Endrin Aldehyde	0.4
53494-70-5	7535	Endrin Ketone	0.4
58-89-9	7120	gamma BHC	0.2
72-43-5	7810	Methoxychlor	0.5
76-44-8	7685	Heptachlor	0.05
1024-57-3	7690	Heptachlor epoxide	0.2
8001-35-2	8250	Toxaphene	3

PCBs			
CASRN	Analyte Code	Parameter	Reporting Limit (ug/L)
12674-11-2	8880	PCB 1016	0.5
11104-28-2	8885	PCB 1221	0.5
11141-16-5	8890	PCB 1232	0.5
53469-21-9	8895	PCB 1242	0.5
12672-29-6	8900	PCB 1248	0.5
11097-69-1	8905	PCB 1254	0.5
11096-82-5	8910	PCB 1260	0.5

**Attachment 2**  
**Schedule of Prices B**  
**Routine SW846 Methods**

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2  
 \*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method that will be used <sup>2</sup>
<b>METALS/INORGANICS</b>							
	See Exhibit 2	Metals by ICP, per metal	EPA 6010	\$			
	See Exhibit 2	Metals by ICP/MS, per metal	EPA 6020	\$			
7439-97-6	1095	Mercury in Water	EPA 7470	\$			
7439-97-6	1095	Mercury in Soil/Sediment	EPA 7471	\$			
7439-92-1	1075	Lead in Air Filters, per metal	See SOW 2.3	\$			
	1424	Filtration for Dissolved Metals	PREP	\$			
18540-29-9	1045	Chromium VI	EPA 7196A	\$			
57-12-5	1645	Total Cyanide	EPA 9012A	\$			
84145-82-4	1810	Nitrate Nitrogen	EPA 9056	\$			
	1840	Nitrite Nitrogen	EPA 9056	\$			
16887-00-6	1575	Chloride	EPA 9056	\$			
14808-79-8	2000	Sulfate	EPA 9056	\$			
TOTPHEN	1905	Total Recoverable Phenolics	EPA 9065	\$			

<b>TCLP</b>							
		Toxicity Characteristic Leaching Procedure (TCLP) - non-volatile or volatile	EPA 1311	\$			
	1460	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312	\$			
	1625	Corrosivity - pH	EPA 9040B	\$			
	1625	Corrosivity - pH	EPA 9045C	\$			
	1630	Corrosivity - towards steel	EPA 1110	\$			
	1780	Ignitability - Pensky Martens	EPA 1010	\$			
	1780	Ignitability of Solids	EPA 1030	\$			

**Attachment 2**  
**Schedule of Prices B**  
**Routine SW846 Methods**

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2  
 \*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method that will be used <sup>2</sup>
		1923 Reactivity - Cyanide	SW 846 7.3	\$			
		1925 Reactivity - Sulfide	SW 846 7.3	\$			
<b>ORGANICS</b>							
106-93-4 / 96-12-8	4585 / 4570	EDB & DBCP by GC	EPA 8011	\$			
	See Exhibit 2	Purgeable Halogenated & Aromatics (GC)	EPA 8021B	\$			
	See Exhibit 2	Volatiles by GC/MS	EPA 8260B	\$			
		Total Petroleum Hydrocarbons (TPH)					
		9408 - Gasoline Range Organics	EPA 8015B	\$			
		9369 TPH - Diesel Range Organics	EPA 8015B	\$			
		9506 TPH - Oil Range Organics	EPA 8015B	\$			
	See Exhibit 2	Semivolatiles (Base Neutrals & Acids) by GC/MS	EPA 8270C	\$			
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH)	TCEQ 1005	\$			
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)	TCEQ 1006	\$			
	See Exhibit 2	Volatile Petroleum Hydrocarbons (VPH)	MDEP	\$			
	See Exhibit 2	Extractable Petroleum Hydrocarbons (EPH)	MDEP	\$			
	See Exhibit 2	Organochlorine Pesticides	EPA 8081A	\$			
	See Exhibit 2	Polychlorinated Biphenyls (PCBs) by GC	EPA 8082	\$			
		Organophosphorus Pesticides	EPA 8141A	\$			

**Attachment 2**  
**Schedule of Prices B**  
**Routine SW846 Methods**

\*Test/Analyte Coverage Requirement = 85% (546 of 642) of Schedule A and B and Exhibits 1 and 2

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	List LELAP Accreditation Status C = Current A = Applied I = Intent	Alternative Method that will be used <sup>2</sup>
		Herbicides	EPA 8151	\$			
	See Exhibit 2	Polynuclear Aromatic Hydrocarbons by HPLC	EPA 8310	\$			
		PCDDs/PCDFs	EPA 8280A	\$			
		PCDDs/PCDFs by HRGC/HRMS	EPA 8290	\$			

\*Analytes listed in Exhibit 2 and their reporting limits listed in Table 1 of the RECAP document (see 9.2 of SOW for link to current table) are required. Throughout the contract term, the Contractor shall comply with the most current version of the RECAP document. Additional analytes may also be required as needed. Where reporting limits are not listed, the proposer shall use the lowest achievable limit.

<sup>1</sup>Rates listed shall apply to both water and soil matrices unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

<sup>2</sup>Any alternative methods listed shall require prior written approval by the Department

\*ALL BLANKS IN THE RATE COLUMN MUST BE COMPLETED. (\*If the method is not performed by the laboratory, "No Bid" should be entered in the rate column.)

\*ALL APPLICABLE BLANKS IN THE ACCREDITATION STATUS COLUMN MUST BE COMPLETED. (i.e., consistent with the offered tests in response to the minimum test coverage requirement)

**Exhibit 2****Analysis/Analyte Lists for Attachment 2, Schedule of Prices B**

Note: Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
<b>Metals by ICP, per metal</b>			
7440-36-0	1005	Antimony	EPA 6010 - Water
7440-38-2	1010	Arsenic	EPA 6010 - Water
7440-39-3	1015	Barium	EPA 6010 - Water
7440-41-7	1020	Beryllium	EPA 6010 - Water
7440-43-9	1030	Cadmium	EPA 6010 - Water
7440-47-3	1040	Chromium	EPA 6010 - Water
7440-48-4	1050	Cobalt	EPA 6010 - Water
7440-50-8	1055	Copper	EPA 6010 - Water
7439-92-1	1075	Lead (inorganic)	EPA 6010 - Water
7440-02-0	1105	Nickel	EPA 6010 - Water
7782-49-2	1140	Selenium	EPA 6010 - Water
7440-22-4	1150	Silver	EPA 6010 - Water
7440-28-0	1165	Thallium	EPA 6010 - Water
7440-62-2	1185	Vanadium	EPA 6010 - Water
7440-66-6	1190	Zinc	EPA 6010 - Water
7440-36-0	1005	Antimony	EPA 6010 - Soil
7440-38-2	1010	Arsenic	EPA 6010 - Soil
7440-39-3	1015	Barium	EPA 6010 - Soil
7440-41-7	1020	Beryllium	EPA 6010 - Soil
7440-43-9	1030	Cadmium	EPA 6010 - Soil
7440-47-3	1040	Chromium	EPA 6010 - Soil
7440-48-4	1050	Cobalt	EPA 6010 - Soil
7440-50-8	1055	Copper	EPA 6010 - Soil
7439-92-1	1075	Lead (inorganic)	EPA 6010 - Soil
7440-02-0	1105	Nickel	EPA 6010 - Soil
7782-49-2	1140	Selenium	EPA 6010 - Soil
7440-22-4	1150	Silver	EPA 6010 - Soil
7440-28-0	1165	Thallium	EPA 6010 - Soil
7440-62-2	1185	Vanadium	EPA 6010 - Soil
7440-66-6	1190	Zinc	EPA 6010 - Soil

<b>Metals by ICP/MS, per metal</b>			
7440-36-0	1005	Antimony	EPA 6020 - Water
7440-38-2	1010	Arsenic	EPA 6020 - Water
7440-39-3	1015	Barium	EPA 6020 - Water
7440-41-7	1020	Beryllium	EPA 6020 - Water
7440-43-9	1030	Cadmium	EPA 6020 - Water
7440-47-3	1040	Chromium	EPA 6020 - Water
7440-48-4	1050	Cobalt	EPA 6020 - Water
7440-50-8	1055	Copper	EPA 6020 - Water
7439-92-1	1075	Lead (inorganic)	EPA 6020 - Water
7440-02-0	1105	Nickel	EPA 6020 - Water
7782-49-2	1140	Selenium	EPA 6020 - Water
7440-22-4	1150	Silver	EPA 6020 - Water
7440-28-0	1165	Thallium	EPA 6020 - Water

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
7440-62-2	1185	Vanadium	EPA 6020 - Water
7440-66-6	1190	Zinc	EPA 6020 - Water
7440-36-0	1005	Antimony	EPA 6020 - Soil
7440-38-2	1010	Arsenic	EPA 6020 - Soil
7440-39-3	1015	Barium	EPA 6020 - Soil
7440-41-7	1020	Beryllium	EPA 6020 - Soil
7440-43-9	1030	Cadmium	EPA 6020 - Soil
7440-47-3	1040	Chromium	EPA 6020 - Soil
7440-48-4	1050	Cobalt	EPA 6020 - Soil
7440-50-8	1055	Copper	EPA 6020 - Soil
7439-92-1	1075	Lead (inorganic)	EPA 6020 - Soil
7440-02-0	1105	Nickel	EPA 6020 - Soil
7782-49-2	1140	Selenium	EPA 6020 - Soil
7440-22-4	1150	Silver	EPA 6020 - Soil
7440-28-0	1165	Thallium	EPA 6020 - Soil
7440-62-2	1185	Vanadium	EPA 6020 - Soil
7440-66-6	1190	Zinc	EPA 6020 - Soil
7439-97-6	1095	Mercury in Water	EPA 7470
7439-97-6	1095	Mercury in Soil/Sediment	EPA 7471
7439-92-1	1075	Lead in Air Filters	
		Filtration for Dissolved Metals	PREP
18540-29-9	1045	Chromium VI	EPA 7196A - Water
18540-29-9	1045	Chromium VI	EPA 7196A - Soil
57-12-5	1645	Total Cyanide	EPA 9012A - Water
57-12-5	1645	Total Cyanide	EPA 9012A - Soil
84145-82-4	1810	Nitrate Nitrogen	EPA 9056 - Water
84145-82-4	1810	Nitrate Nitrogen	EPA 9056 - Soil
	1840	Nitrite Nitrogen	EPA 9056 - Water
	1840	Nitrite Nitrogen	EPA 9056 - Soil
16887-00-6	1575	Chloride	EPA 9056 - Water
16887-00-6	1575	Chloride	EPA 9056 - Soil
14808-79-8	2000	Sulfate	EPA 9056 - Water
14808-79-8	2000	Sulfate	EPA 9056 - Soil
TOTPHEN	1905	Total Recoverable Phenolics	EPA 9065 - Water
TOTPHEN	1905	Total Recoverable Phenolics	EPA 9065 - Soil

TLCP			
	1466	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311 - Water
	1466	Toxicity Characteristic Leaching Procedure (TCLP)	EPA 1311 - Soil
	1460	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312 - Water
	1460	Synthetic Precipitation Leaching Procedure (SPLP)	EPA 1312 - Soil
	1625	Corrosivity - pH	EPA 9040B - Water
	1625	Corrosivity - pH	EPA 9045C - Soil
	1630	Corrosivity - towards steel	EPA 1110 - Water

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
	1780	Ignitability - Pensky Martens	EPA 1010 - Water
	1780	Ignitability of Solids	EPA 1030
	1923	Reactivity - Cyanide	SW 846 7.3 - Water
	1923	Reactivity - Cyanide	SW 846 7.3 - Soil
	1925	Reactivity - Sulfide	SW 846 7.3 - Water
	1925	Reactivity - Sulfide	SW 846 7.3 - Soil

ORGANICS			
106-93-4	4585	EDB by GC	EPA 8011
96-12-8	4570	DBCP by GC	EPA 8011
<b>Purgeable Halogenated &amp; Aromatics (GC)</b>			<b>EPA 8021B</b>
71-43-2	4375	Benzene	EPA 8021B - Water
100-41-4	4765	Ethyl benzene	EPA 8021B - Water
108-88-3	5140	Toulene	EPA 8021B - Water
95-47-6	5250	Xylene(mixed) (o-oxlene)	EPA 8021B - Water
	5240	Xylene(mixed) (m&p - xylenes)	EPA 8021B - Water
71-43-2	4375	Benzene	EPA 8021B - Soil
100-41-4	4765	Ethyl benzene	EPA 8021B - Soil
108-88-3	5140	Toulene	EPA 8021B - Soil
95-47-6	5250	Xylene(mixed) (o-oxlene)	EPA 8021B - Soil
	5240	Xylene(mixed) (m&p - xylenes)	EPA 8021B - Soil
<b>Volatiles by GC/MS</b>			<b>EPA 8260B - Water</b>
67-64-1	4315	Acetone	EPA 8260B - Water
71-43-2	4375	Benzene	EPA 8260B - Water
75-27-4	4395	Bromodichloromethane	EPA 8260B - Water
75-25-2	4400	Bromoform	EPA 8260B - Water
74-83-9	4950	Bromomethane	EPA 8260B - Water
75-15-0	4450	Carbon Disulfide	EPA 8260B - Water
56-23-5	4455	Carbon Tetrachloride	EPA 8260B - Water
108-90-7	4475	Chlorobenzene	EPA 8260B - Water
124-48-1	4575	Chlorodibromomethane	EPA 8260B - Water
75-00-3	4485	Chloroethane (Ethylchloride)	EPA 8260B - Water
67-66-3	4505	Chloroform	EPA 8260B - Water
74-87-3	4960	Chloromethane	EPA 8260B - Water
96-12-8	4570	Dibromo-3-chloropropane,1,2-	EPA 8260B - Water
95-50-1	4610	Dichlorobenzene,1,2-	EPA 8260B - Water
541-73-1	4615	Dichlorobenzene,1,3-	EPA 8260B - Water
106-46-7	4620	Dichlorobenzene,1,4-	EPA 8260B - Water
75-34-3	4630	Dichloroethane,1,1-	EPA 8260B - Water
107-06-2	4635	Dichloroethane,1,2-	EPA 8260B - Water
75-35-4	4640	Dichloroethene,1,1-	EPA 8260B - Water
156-59-2	4645	Dichloroethene,cis,1,2-	EPA 8260B - Water
156-60-5	4700	Dichloroethene,trans,1,2-	EPA 8260B - Water
78-87-5	4655	Dichloropropane,1,2-	EPA 8260B - Water
542-75-6	4675	Dichloropropene,1,3-	EPA 8260B - Water
100-41-4	4765	Ethyl benzene	EPA 8260B - Water
78-83-1	4875	Isobutyl alcohol	EPA 8260B - Water
75-09-2	4975	Methylene chloride	EPA 8260B - Water

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
78-93-3	4410	Methyl ethyl ketone	EPA 8260B - Water
108-10-1	4995	Methyl isobutyl ketone	EPA 8260B - Water
1634-04-4	5000	MTBE (methyl tert-butyl ether)	EPA 8260B - Water
91-20-3	5005	Naphthalene	EPA 8260B - Water
100-42-5	5100	Styrene	EPA 8260B - Water
630-20-6	5105	Tetrachloroethane, 1,1,1,2-	EPA 8260B - Water
79-34-5	5110	Tetrachloroethane, 1,1,2,2-	EPA 8260B - Water
127-18-4	5115	Tetrachloroethylene	EPA 8260B - Water
108-88-3	5140	Toluene	EPA 8260B - Water
71-55-6	5160	Trichloroethane, 1,1,1-	EPA 8260B - Water
79-00-5	5165	Trichloroethane, 1,1,2-	EPA 8260B - Water
79-01-6	5170	Trichloroethene	EPA 8260B - Water
75-69-4	5175	Trichlorofluoromethane	EPA 8260B - Water
75-01-4	5235	Vinyl chloride	EPA 8260B - Water
95-47-6	5250	Xylene(mixed) (o-oxlene)	EPA 8260B - Water
	5240	Xylene(mixed) (m&p - xylenes)	EPA 8260B - Water
67-64-1	4315	Acetone	EPA8260B - Soil
71-43-2	4375	Benzene	EPA8260B - Soil
75-27-4	4395	Bromodichloromethane	EPA8260B - Soil
75-25-2	4400	Bromoform	EPA8260B - Soil
74-83-9	4950	Bromomethane	EPA8260B - Soil
75-15-0	4450	Carbon Disulfide	EPA8260B - Soil
56-23-5	4455	Carbon Tetrachloride	EPA8260B - Soil
108-90-7	4475	Chlorobenzene	EPA8260B - Soil
124-48-1	4575	Chlorodibromomethane	EPA8260B - Soil
75-00-3	4485	Chloroethane (Ethylchloride)	EPA8260B - Soil
67-66-3	4505	Chloroform	EPA8260B - Soil
74-87-3	4960	Chloromethane	EPA8260B - Soil
96-12-8	4570	Dibromo-3-chloropropane, 1,2-	EPA8260B - Soil
95-50-1	4610	Dichlorobenzene, 1,2-	EPA8260B - Soil
541-73-1	4615	Dichlorobenzene, 1,3-	EPA8260B - Soil
106-46-7	4620	Dichlorobenzene, 1,4-	EPA8260B - Soil
75-34-3	4630	Dichloroethane, 1,1-	EPA8260B - Soil
107-06-2	4635	Dichloroethane, 1,2-	EPA8260B - Soil
75-35-4	4640	Dichloroethene, 1,1-	EPA8260B - Soil
156-59-2	4645	Dichloroethene, cis, 1,2-	EPA8260B - Soil
156-60-5	4700	Dichloroethene, trans, 1,2-	EPA8260B - Soil
78-87-5	4655	Dichloropropane, 1,2-	EPA8260B - Soil
542-75-6	4675	Dichloropropene, 1,3-	EPA8260B - Soil
100-41-4	4765	Ethyl benzene	EPA8260B - Soil
78-83-1	4875	Isobutyl alcohol	EPA8260B - Soil
75-09-2	4975	Methylene chloride	EPA8260B - Soil
78-93-3	4410	Methyl ethyl ketone	EPA8260B - Soil
108-10-1	4995	Methyl isobutyl ketone	EPA8260B - Soil
1634-04-4	5000	MTBE (methyl tert-butyl ether)	EPA8260B - Soil
91-20-3	5005	Naphthalene	EPA8260B - Soil
100-42-5	5100	Styrene	EPA8260B - Soil
630-20-6	5105	Tetrachloroethane, 1,1,1,2-	EPA8260B - Soil

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
79-34-5	5110	Tetrachloroethane,1,1,2,2-	EPA8260B - Soil
127-18-4	5115	Tetrachloroethylene	EPA8260B - Soil
108-88-3	5140	Toluene	EPA8260B - Soil
71-55-6	5160	Trichloroethane,1,1,1-	EPA8260B - Soil
79-00-5	5165	Trichloroethane,1,1,2-	EPA8260B - Soil
79-01-6	5170	Trichloroethene	EPA8260B - Soil
75-69-4	5175	Trichlorofluoromethane	EPA8260B - Soil
75-01-4	5235	Vinyl chloride	EPA8260B - Soil
95-47-6	5250	Xylene(mixed) (o-oxlene)	EPA8260B - Soil
	5240	Xylene(mixed) (m&p - xylenes)	EPA8260B - Soil
	9408	Total Petroleum Hydrocarbons (TPH) - Gasoline Range Organics	EPA 8015B - Water
	9408	Total Petroleum Hydrocarbons (TPH) - Gasoline Range Organics	EPA 8015B - Soil
	9369	TPH - Diesel Range Organics	EPA 8015B - Water
	9369	TPH - Diesel Range Organics	EPA 8015B - Soil
	9506	TPH - Oil Range Organics	EPA 8015B - Water
	9506	TPH - Oil Range Organics	EPA 8015B - Soil
<b>Semivolatiles (Base Neutrals &amp; Acids) by GC/MS</b>			<b>EPA 8270C</b>
83-32-9	5500	Acenaphthene	EPA 8270C - Water
208-96-8	5505	Acenaphthylene	EPA 8270C - Water
62-53-3	5545	Aniline	EPA 8270C - Water
120-12-7	5555	Anthracene	EPA 8270C - Water
56-55-3	5575	Benz(a)anthracene	EPA 8270C - Water
50-32-8	5580	Benzo(a)pyrene	EPA 8270C - Water
205-99-2	5585	Benzo(b)fluoranthene	EPA 8270C - Water
207-08-9	5600	Benzo(k)fluoranthene	EPA 8270C - Water
92-52-4	5640	Biphenyl,1,1-	EPA 8270C - Water
111-44-4	5765	Bis(2-chloroethyl)ether	EPA 8270C - Water
108-60-1	5780	Bis(2-chloroisopropyl)ether	EPA 8270C - Water
117-81-7	6065	Bis(2-ethyl-hexyl)phthalate	EPA 8270C - Water
85-68-7	5670	Butyl benzyl phthalate	EPA 8270C - Water
106-47-8	5745	Chloroaniline,p-	EPA 8270C - Water
91-58-7	5795	Chloronaphthalene,2-	EPA 8270C - Water
95-57-8	5800	Chlorophenol,2-	EPA 8270C - Water
218-01-9	5855	Chrysene	EPA 8270C - Water
53-70-3	5895	Dibenz(a,h)anthracene	EPA 8270C - Water
132-64-9	5905	Dibenzofuran	EPA 8270C - Water
91-94-1	5945	Dichlorobenzidine,3,3-	EPA 8270C - Water
120-83-2	6000	Dichlorophenol,2,4-	EPA 8270C - Water
84-66-2	6070	Diethylphthalate	EPA 8270C - Water
105-67-9	6130	Dimethylphenol,2,4-	EPA 8270C - Water
131-11-3	6135	Dimethylphthalate	EPA 8270C - Water
117-84-0	6200	Di-n-octylphthalate	EPA 8270C - Water
99-65-0	6160	Dinitrobenzene,1,3-	EPA 8270C - Water
51-28-5	6175	Dinitrophenol,2,4-	EPA 8270C - Water
606-20-2	6190	Dinitrotoluene,2,6-	EPA 8270C - Water
121-14-2	6185	Dinitrotoluene,2,4-	EPA 8270C - Water

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
206-44-0	6265	Fluoranthene	EPA 8270C - Water
86-73-7	6270	Fluorene	EPA 8270C - Water
118-74-1	6275	Hexachlorobenzene	EPA 8270C - Water
87-68-3	4835	Hexachlorobutadiene	EPA 8270C - Water
77-47-4	6285	Hexachlorocyclopentadiene	EPA 8270C - Water
67-72-1	4840	Hexachloroethane	EPA 8270C - Water
193-39-5	6315	Indeno(1,2,3-cd)pyrene	EPA 8270C - Water
78-59-1	6320	Isophorone	EPA 8270C - Water
91-57-6	6385	Methylnaphthalene,2-	EPA 8270C - Water
88-74-4	6460	Nitroaniline,2-	EPA 8270C - Water
99-09-2	6465	Nitroaniline,3-	EPA 8270C - Water
100-01-6	6470	Nitroaniline,4-	EPA 8270C - Water
98-95-3	5015	Nitrobenzene	EPA 8270C - Water
100-02-7	6500	Nitrophenol,4-	EPA 8270C - Water
621-64-7	6545	Nitrosodi-n-propylamine,n-	EPA 8270C - Water
86-30-6	6535	N-nitrosodiphenylamine	EPA 8270C - Water
87-86-5	6605	Pentachlorophenol	EPA 8270C - Water
85-01-8	6616	Phenanthrene	EPA 8270C - Water
108-95-2	6625	Phenol	EPA 8270C - Water
129-00-0	6665	Pyrene	EPA 8270C - Water
95-94-3	6715	Tetrachlorobenzene,1,2,4,5-	EPA 8270C - Water
58-90-2	6735	Tetrachlorophenol,2,3,4,6-	EPA 8270C - Water
120-82-1	5155	Trichlorobenzene,1,2,4-	EPA 8270C - Water
95-95-4	6835	Trichlorophenol,2,4,5-	EPA 8270C - Water
88-06-2	6840	Trichlorophenol,2,4,6-	EPA 8270C - Water
83-32-9	5500	Acenaphthene	EPA 8270C - Soil
208-96-8	5505	Acenaphthylene	EPA 8270C - Soil
62-53-3	5545	Aniline	EPA 8270C - Soil
120-12-7	5555	Anthracene	EPA 8270C - Soil
56-55-3	5575	Benz(a)anthracene	EPA 8270C - Soil
50-32-8	5580	Benzo(a)pyrene	EPA 8270C - Soil
205-99-2	5585	Benzo(b)fluoranthene	EPA 8270C - Soil
207-08-9	5600	Benzo(k)fluoranthene	EPA 8270C - Soil
92-52-4	5640	Biphenyl,1,1-	EPA 8270C - Soil
111-44-4	5765	Bis(2-chloroethyl)ether	EPA 8270C - Soil
108-60-1	5780	Bis(2-chloroisopropyl)ether	EPA 8270C - Soil
117-81-7	6065	Bis(2-ethyl-hexyl)phthalate	EPA 8270C - Soil
85-68-7	5670	Butyl benzyl phthalate	EPA 8270C - Soil
106-47-8	5745	Chloroaniline,p-	EPA 8270C - Soil
91-58-7	5795	Chloronaphthalene,2-	EPA 8270C - Soil
95-57-8	5800	Chlorophenol,2-	EPA 8270C - Soil
218-01-9	5855	Chrysene	EPA 8270C - Soil
53-70-3	5895	Dibenz(a,h)anthracene	EPA 8270C - Soil
132-64-9	5905	Dibenzofuran	EPA 8270C - Soil
91-94-1	5945	Dichlorobenzidine,3,3-	EPA 8270C - Soil
120-83-2	6000	Dichlorophenol,2,4-	EPA 8270C - Soil
84-66-2	6070	Diethylphthalate	EPA 8270C - Soil
105-67-9	6130	Dimethylphenol,2,4-	EPA 8270C - Soil

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
131-11-3	6135	Dimethylphthalate	EPA 8270C - Soil
117-84-0	6200	Di-n-octylphthalate	EPA 8270C - Soil
99-65-0	6160	Dinitrobenzene,1,3-	EPA 8270C - Soil
51-28-5	6175	Dinitrophenol,2,4-	EPA 8270C - Soil
606-20-2	6190	Dinitrotoluene,2,6-	EPA 8270C - Soil
121-14-2	6185	Dinitrotoluene,2,4-	EPA 8270C - Soil
206-44-0	6265	Fluoranthene	EPA 8270C - Soil
86-73-7	6270	Fluorene	EPA 8270C - Soil
118-74-1	6275	Hexachlorobenzene	EPA 8270C - Soil
87-68-3	4835	Hexachlorobutadiene	EPA 8270C - Soil
77-47-4	6285	Hexachlorocyclopentadiene	EPA 8270C - Soil
67-72-1	4840	Hexachloroethane	EPA 8270C - Soil
193-39-5	6315	Indeno(1,2,3-cd)pyrene	EPA 8270C - Soil
78-59-1	6320	Isophorone	EPA 8270C - Soil
91-57-6	6385	Methylnaphthalene,2-	EPA 8270C - Soil
88-74-4	6460	Nitroaniline,2-	EPA 8270C - Soil
99-09-2	6465	Nitroaniline,3-	EPA 8270C - Soil
100-01-6	6470	Nitroaniline,4-	EPA 8270C - Soil
98-95-3	5015	Nitrobenzene	EPA 8270C - Soil
100-02-7	6500	Nitrophenol,4-	EPA 8270C - Soil
621-64-7	6545	Nitrosodi-n-propylamine,n-	EPA 8270C - Soil
86-30-6	6535	N-nitrosodiphenylamine	EPA 8270C - Soil
87-86-5	6605	Pentachlorophenol	EPA 8270C - Soil
85-01-8	6616	Phenanthrene	EPA 8270C - Soil
108-95-2	6625	Phenol	EPA 8270C - Soil
129-00-0	6665	Pyrene	EPA 8270C - Soil
95-94-3	6715	Tetrachlorobenzene,1,2,4,5-	EPA 8270C - Soil
58-90-2	6735	Tetrachlorophenol,2,3,4,6-	EPA 8270C - Soil
120-82-1	5155	Trichlorobenzene,1,2,4-	EPA 8270C - Soil
95-95-4	6835	Trichlorophenol,2,4,5-	EPA 8270C - Soil
88-06-2	6840	Trichlorophenol,2,4,6-	EPA 8270C - Soil
<b>Volatile Petroleum Hydrocarbons (VPH)</b>			<b>TCEQ 1005</b>
	5301	Aliphatics C6-C8	TCEQ 1005 - Water
	5302	Aliphatics >C8-C10	TCEQ 1005 - Water
	5310	Aromatics >C8-C10	TCEQ 1005 - Water
	5301	Aliphatics C6-C8	TCEQ 1005 - Soil
	5302	Aliphatics >C8-C10	TCEQ 1005 - Soil
	5310	Aromatics >C8-C10	TCEQ 1005 - Soil
<b>Extractable Petroleum Hydrocarbons (EPH)</b>			<b>TCEQ 1006</b>
	6211	Aliphatics >C10-C12	TCEQ 1006 - Water
	6212	Aliphatics >C12-C16	TCEQ 1006 - Water
	9677	Aliphatics >C16-C35	TCEQ 1006 - Water
	6224	Aromatics >C10-C12	TCEQ 1006 - Water
	6226	Aromatics >C12-C16	TCEQ 1006 - Water
	6228	Aromatics >C16-C21	TCEQ 1006 - Water
	9683	Aromatics >C21-C35	TCEQ 1006 - Water
	6211	Aliphatics >C10-C12	TCEQ 1006 - Soil
	6212	Aliphatics >C12-C16	TCEQ 1006 - Soil

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
	9677	Aliphatics >C16-C35	TCEQ 1006 - Soil
	6224	Aromatics >C10-C12	TCEQ 1006 - Soil
	6226	Aromatics >C12-C16	TCEQ 1006 - Soil
	6228	Aromatics >C16-C21	TCEQ 1006 - Soil
	9683	Aromatics >C21-C35	TCEQ 1006 - Soil
<b>Volatile Petroleum Hydrocarbons (VPH)</b>			<b>MDEP</b>
	5301	Aliphatics C6-C8	MDEP - Water
	5302	Aliphatics >C8-C10	MDEP - Water
	5310	Aromatics >C8-C10	MDEP - Water
	5301	Aliphatics C6-C8	MDEP - Soil
	5302	Aliphatics >C8-C10	MDEP - Soil
	5310	Aromatics >C8-C10	MDEP - Soil
<b>Extractable Petroleum Hydrocarbons (EPH)</b>			<b>MDEP</b>
	6211	Aliphatics >C10-C12	MDEP - Water
	6212	Aliphatics >C12-C16	MDEP - Water
	9677	Aliphatics >C16-C35	MDEP - Water
	6224	Aromatics >C10-C12	MDEP - Water
	6226	Aromatics >C12-C16	MDEP - Water
	6228	Aromatics >C16-C21	MDEP - Water
	9683	Aromatics >C21-C35	MDEP - Water
	6211	Aliphatics >C10-C12	MDEP - Soil
	6212	Aliphatics >C12-C16	MDEP - Soil
	9677	Aliphatics >C16-C35	MDEP - Soil
	6224	Aromatics >C10-C12	MDEP - Soil
	6226	Aromatics >C12-C16	MDEP - Soil
	6228	Aromatics >C16-C21	MDEP - Soil
	9683	Aromatics >C21-C35	MDEP - Soil
<b>Organochlorine Pesticides</b>			<b>EPA 8081A</b>
309-00-2	7025	Aldrin	EPA 8081A - Water
57-74-9	7250	Chlordane	EPA 8081A - Water
72-54-8	7355	DDD	EPA 8081A - Water
72-55-9	7360	DDE	EPA 8081A - Water
50-29-3	7365	DDT	EPA 8081A - Water
60-57-1	7470	Dieldrin	EPA 8081A - Water
959-98-8	7510	Endosulfan I	EPA 8081A - Water
33213-65-9	7515	Endosulfan II	EPA 8081A - Water
72-20-8	7540	Endrin	EPA 8081A - Water
76-44-8	7685	Heptachlor	EPA 8081A - Water
1024-57-3	7690	Heptachlor epoxide	EPA 8081A - Water
319-84-6	7110	Hexachlorocyclohexane, alpha	EPA 8081A - Water
319-85-7	7115	Hexachlorocyclohexane, beta	EPA 8081A - Water
58-89-9	7120	Hexachlorocyclohexane, gamma	EPA 8081A - Water
72-43-5	7810	Methoxychlor	EPA 8081A - Water
8001-35-2	8250	Toxaphene	EPA 8081A - Water
309-00-2	7025	Aldrin	EPA 8081A - Soil
57-74-9	7250	Chlordane	EPA 8081A - Soil
72-54-8	7355	DDD	EPA 8081A - Soil
72-55-9	7360	DDE	EPA 8081A - Soil

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

**Note:** Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
50-29-3	7365	DDT	EPA 8081A - Soil
60-57-1	7470	Dieldrin	EPA 8081A - Soil
959-98-8	7510	Endosulfan I	EPA 8081A - Soil
33213-65-9	7515	Endosulfan II	EPA 8081A - Soil
72-20-8	7540	Endrin	EPA 8081A - Soil
76-44-8	7685	Heptachlor	EPA 8081A - Soil
1024-57-3	7690	Heptachlor epoxide	EPA 8081A - Soil
319-84-6	7110	Hexachlorocyclohexane, alpha	EPA 8081A - Soil
319-85-7	7115	Hexachlorocyclohexane, beta	EPA 8081A - Soil
58-89-9	7120	Hexachlorocyclohexane, gamma	EPA 8081A - Soil
72-43-5	7810	Methoxychlor	EPA 8081A - Soil
8001-35-2	8250	Toxaphene	EPA 8081A - Soil
<b>Polychlorinated Biphenyls (PCBs) by GC</b>			<b>EPA 8082</b>
12674-11-2	8880	Aroclor 1016	EPA 8082 - Water
11104-28-2	8885	Aroclor 1221	EPA 8082 - Water
11141-16-5	8890	Aroclor 1232	EPA 8082 - Water
53469-21-9	8895	Aroclor 1242	EPA 8082 - Water
12672-29-6	8900	Aroclor 1248	EPA 8082 - Water
11097-69-1	8905	Aroclor 1254	EPA 8082 - Water
11096-82-5	8910	Aroclor 1260	EPA 8082 - Water
12674-11-2	8880	Aroclor 1016	EPA 8082 - Soil
11104-28-2	8885	Aroclor 1221	EPA 8082 - Soil
11141-16-5	8890	Aroclor 1232	EPA 8082 - Soil
53469-21-9	8895	Aroclor 1242	EPA 8082 - Soil
12672-29-6	8900	Aroclor 1248	EPA 8082 - Soil
11097-69-1	8905	Aroclor 1254	EPA 8082 - Soil
11096-82-5	8910	Aroclor 1260	EPA 8082 - Soil
		Organophosphorus Pesticides	EPA 8141 A
		Organophosphorus Pesticides	EPA 8141A - Water
		Organophosphorus Pesticides	EPA 8141A - Soil
		Herbicides	EPA 8151
88-85-7	8620	Dinoseb	EPA 8151 - Water
88-85-7	8620	Dinoseb	EPA 8151 - Soil
<b>Polynuclear Aromatic Hydrocarbons by HPLC</b>			<b>EPA 8310</b>
83-32-9	5500	Acenaphthene	EPA 8310 - Water
208-96-8	5505	Acenaphthylene	EPA 8310 - Water
120-12-7	5555	Anthracene	EPA 8310 - Water
56-55-3	5575	Benzo(a)anthracene	EPA 8310 - Water
50-32-8	5580	Benzo(a)pyrene	EPA 8310 - Water
205-99-2	5585	Benzo(b)fluoranthene	EPA 8310 - Water
207-08-9	5600	Benzo(k)fluoranthene	EPA 8310 - Water
218-01-9	5855	Chrysene	EPA 8310 - Water
53-70-3	5895	Dibenz(a,h) anthracene	EPA 8310 - Water
206-44-0	6265	Fluoranthene	EPA 8310 - Water
86-73-7	6270	Fluorene	EPA 8310 - Water
193-39-5	6315	Indeno(1,2,3-cd) pyrene	EPA 8310 - Water
85-01-8	6615	Phenanthrene	EPA 8310 - Water
129-00-0	6665	Pyrene	EPA 8310 - Water

## Exhibit 2

### Analysis/Analyte Lists for Attachment 2, Schedule of Prices B

Note: Additional Analytes may be required for actual analysis. See 2.3 Analytical Methods and Procedures in Attachment 1, Statement of Work

CASRN	Analyte Code	Analysis/Analyte	Method
83-32-9	5500	Acenaphthene	EPA 8310 - Soil
208-96-8	5505	Acenaphthylene	EPA 8310 - Soil
120-12-7	5555	Anthracene	EPA 8310 - Soil
56-55-3	5575	Benzo(a)anthracene	EPA 8310 - Soil
50-32-8	5580	Benzo(a)pyrene	EPA 8310 - Soil
205-99-2	5585	Benzo(b)fluoranthene	EPA 8310 - Soil
207-08-9	5600	Benzo(k)fluoranthene	EPA 8310 - Soil
218-01-9	5855	Chrysene	EPA 8310 - Soil
53-70-3	5895	Dibenz(a,h) anthracene	EPA 8310 - Soil
206-44-0	6265	Fluoranthene	EPA 8310 - Soil
86-73-7	6270	Fluorene	EPA 8310 - Soil
193-39-5	6315	Indeno(1,2,3-cd) pyrene	EPA 8310 - Soil
85-01-8	6615	Phenanthrene	EPA 8310 - Soil
129-00-0	6665	Pyrene	EPA 8310 - Soil
		Dioxins & Furans	8280A & 8290
		PCDDs/PCDFs	EPA 8280A - Water
		PCDDs/PCDFs	EPA 8280A - Soil
		PCDDs/PCDFs by HRGC/HRMS	EPA 8290 - Water
		PCDDs/PCDFs by HRGC/HRMS	EPA 8290 - Soil

**Attachment 2**  
**Schedule of Prices C**  
**Other Tests**

**OTHER TESTS – AT LEAST 50% COVERAGE MANDATORY (i.e., 58 out of 116 )**

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Test/Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>2</sup>	List lowest achievable limit <sup>3</sup>
<b>METALS</b>								
	1012	Arsenic III		\$				
	1013	Arsenic V		\$				
18540-29-9	1045	Chromium VI	SM3500 Cr D	\$				
18540-29-9	1045	Chromium VI	EPA 7199	\$				
7439-89-6	1073	Iron II (Ferrous)		\$				
	1074	Iron III (Ferric)		\$				
		Metals by Graphite Furnace, per metal	EPA 200.9	\$				

**OTHER**

24959-67-9	1540	Bromide	EPA 9056	\$				
16887-00-6	1575	Chloride	EPA 9251	\$				
16887-00-6	1575	Chloride	EPA 9253	\$				
16887-00-6	1575	Chloride, manual titration	SM4500 Cl B or C	\$				
57-12-5	1645	Total Cyanide	SM4500-CN	\$				
57-12-5	1645	Total Cyanide	EPA 9014	\$				
	1510	Cyanide Amenable to Chloride	EPA 9012A	\$				
	1510	Cyanide Amenable to Chloride	EPA 9014	\$				
		Cyanide Distillation (for either regular or amenable to chloride)	EPA 9010B	\$				
	1412	Cyanide Extraction for solids and oils	EPA 9013	\$				
	1718	Extractable Organic Halides in Solids	EPA 9023	\$				
	1720	(EOX)		\$				
	2530	Fecal Coliforms in Soil		\$				
16984-48-8	1730	Fluoride	SM4500-F D	\$				
16984-48-8	1730	Fluoride	EPA 9056	\$				
	1780	Ignitability - Setflash	EPA 1020A	\$				
NH3N	1515	Low Level Ammonia Nitrogen as N (0.05 mg/L or lower)	SM4500B+SM4500 NH3D or E	\$				
TKN	1795	Low Level Total Kjeldahl Nitrogen (TKN) (0.05 mg/L or lower)	EPA 351.2 or SM4500 NH3-C or SM4500 NH3-D	\$				
84145-82-4	1810	Nitrate Nitrogen	EPA 9210	\$				
OIL GREASE	1860	Oil and Grease in sludge/sediment	EPA 9071A	\$				
	1865	Organic Nitrogen		\$				
	1870	Orthophosphate as P	EPA 9056	\$				

**Attachment 2**  
**Schedule of Prices C**  
**Other Tests**

OTHER TESTS – AT LEAST 50% COVERAGE MANDATORY (i.e., 58 out of 116 )  
 \*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Test/Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>2</sup>	List lowest achievable limit <sup>3</sup>
	1745	Paint Filter Liquid Test	EPA 9095A	\$				
	631	Percent Organic Matter	ASTM D2974	\$				
7601-90-3	1895	Perchlorate	EPA 314	\$				
SC	1610	Specific Conductance	EPA 9050A	\$				
14808-79-8	2000	Sulfate	EPA 9036	\$				
14808-79-8	2000	Sulfate	EPA 9038	\$				
18496-25-8	2005	Sulfide	SM 4500 S2 F or E	\$				
18496-25-8	2005	Sulfide	EPA 9034	\$				
14265-45-3	1723	Sulfides, Extractable	EPA 9031	\$				
	2015	Sulfite	SM4500 SO3 B	\$				
	2500	Total Coliforms	SM9222B	\$				
TOC	2040	Total Organic Carbon (TOC)	EPA 9060	\$				
TOX	2045	Total Organic Halides (TOX)	EPA 9020B	\$				
TOTPHEN	1905	Total Recoverable Phenolics	EPA 9066	\$				
TOTPHEN	1905	Total Recoverable Phenolics	EPA 9067	\$				
	1950	Total Solids	SM2540B	\$				
	2065	Viscosity						

**ORGANICS**

	See Exhibit 3	Dioxins and Furans (See Exhibit 3)	EPA 1613	\$				
		Glycols	EPA 8015B	\$				
		Glycols	EPA 8260B	\$				
		Low Level Semivolatiles by GC/MS SIM	EPA 8270 SIM	\$				
		Non Halogenated Volatiles	EPA 8015B	\$				
		Organochlorine Pesticides	EPA 8270C	\$				
		Polychlorinated Biphenyls (PCBs) by GC/MS	EPA 8270C	\$				
		Polynuclear Aromatic Hydrocarbons by GC	EPA 8100	\$				
		PCBs in Oil (GC)	EPA 600/4-81-045	\$				
	See Exhibit 3	PCB Congeners - 12 Congeners (See Exhibit 3)	EPA 1668	\$				
		PCB Congeners - 209 Congeners	EPA 1668	\$				

## Attachment 2

Schedule of Prices C  
Other Tests

OTHER TESTS – AT LEAST 50% COVERAGE MANDATORY (i.e., 58 out of 116 )

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Test/Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>2</sup>	List lowest achievable limit <sup>3</sup>
<b>BIOASSAY</b>								
	3315	Acute - Definitive Toxicity using Ceriodaphnia dubia	EPA-821-R-02-012	\$				
	3410	Acute - Definitive Toxicity using Pimephales promelas	EPA-821-R-02-012	\$				
	3355	Acute - Definitive Toxicity using Daphnia pulex	EPA-821-R-02-012	\$				
	3395	Acute - Definitive Toxicity using Mysidopsis bahia	EPA-821-R-02-012	\$				
	3380	Acute - Definitive Toxicity using Menidia beryllina	EPA-821-R-02-012	\$				
	3345	Acute - Definitive Toxicity using Cyprinodon variegatus	EPA-821-R-02-012	\$				
	3315	Chronic - Ceriodaphnia dubia Survival and reproduction	EPA-821-R-02-013 Method 1002.0	\$				
	3410	Chronic- 7 day Pimephales promelas (fathead minnow) Larval Survival and growth	EPA-821-R-02-013 Method 1000.0	\$				
	3395	Chronic- 7 day Mysidopsis bahia Survival and growth	EPA-821-R-02-014 Method 1007.0	\$				
	3345	Chronic- 7 day Cyprinodon variegatus Larval Survival and growth	EPA-821-R-02-014 Method 1004.0	\$				

<b>TISSUE TESTS</b>								
	See Exhibit 3	Dioxins and Furans in Tissue (See Exhibit 3)	EPA 1613	\$				
		Herbicides		\$				
7439-97-6	1095	Mercury in Tissue	EPA 245.6	\$				
7439-97-6	1095	Mercury in Tissue	SW 846	\$				
		Organochlorine Pesticides by GC		\$				
		Organophosphorus Pesticides by GC/MS		\$				
		PCBs by GC		\$				
		PCBs by GC/MS		\$				
See Exhibit 3		PCB Congeners - 12 Congeners (See Exhibit 3)	EPA 1668	\$				
		PCB Congeners - 209 Congeners		\$				

**Attachment 2**  
**Schedule of Prices C**  
**Other Tests**

**OTHER TESTS – AT LEAST 50% COVERAGE MANDATORY (i.e., 58 out of 116 )**

\*\*\*Please refer to footnotes prior to completing document\*\*\*

CASRN	Analyte Code	Test/Analyte	Method	Rate <sup>1</sup>	Laboratory Name & Location (if not Proposer)	Accreditation Status C = Current A = Applied I = Intent	Method or Alternative Method that will be used <sup>2</sup>	List lowest achievable limit <sup>3</sup>
		PCDDs/PCDFs		\$				
		PCDDs/PCDFs by HRGC/HRMS		\$				
		Semivolatiles by GC/MS		\$				
		Volatiles by GC/MS		\$				

<sup>1</sup>Rates listed shall apply to both water and soil matrices, where methods allow, unless specified otherwise. Rates shall include all direct costs (labor, supplies, equipment, sampling supplies as described in 2.5 of Attachment 1, SOW, sample pickup and transport as described in 2.6 of Attachment 1, SOW and sample storage and disposal as described in 2.11 of Attachment 1 SOW, extraction/preparation, cleanup costs, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs), travel expenses associated with each line and profit.

<sup>2</sup>If more than one method is listed, the proposer should write the one that will be used. Any alternative methods listed shall require prior written approval by the Department

<sup>3</sup>Where reporting limits are not specified in Exhibit 3, the Proposer shall list the lowest achievable limit.

\*ALL BLANKS IN THE RATE COLUMN MUST BE COMPLETED. ("If the method is not performed by the laboratory, "No Bid" should be entered in the rate column.)

\*ALL APPLICABLE BLANKS IN THE ACCREDITATION STATUS COLUMN MUST BE COMPLETED. (i.e., consistent with the offered tests in response to the minimum 50% test coverage requirement)

\*Each applicable matrix was included to derive at 116

**Exhibit 3****Analyte Lists for Attachment 2, Schedule of Prices C**

**Note:** LDEQ requires additional analytes that are not listed in the original reference methods. LELAP accreditation is required for the additional analytes. Analyte lists may vary by project.

**DIOXINS and FURANS for EPA 1613**

CASRN	Analyte Code	Parameter	Reporting Limit for Water (pg/L)	Reporting Limit for Tissue (pg/g)
1746-01-6	9618	2,3,7,8-TCDD	0.847	0.047
40321-76-4	9540	1,2,3,7,8-PeCDD	1.53	0.128
39227-28-6	9453	1,2,3,4,7,8-HxCDD	3.81	0.141
57653-85-7	9456	1,2,3,6,7,8-HxCDD	2.97	0.08
19408-74-3	9459	1,2,3,7,8,9-HxCDD	1.58	0.124
35822-46-9	9426	1,2,3,4,6,7,8-HpCDD	2.38	0.121
3268-87-9	9519	OCDD	6.27	0.209
51207-31-9	9612	2,3,7,8-TCDF	0.424	0.07
57117-41-6	9543	1,2,3,7,8-PeCDF	2.08	0.095
57117-31-4	9549	2,3,4,7,8-PeCDF	1.43	0.143
70648-26-9	9471	1,2,3,4,7,8-HxCDF	2.04	0.1
57117-44-9	9474	1,2,3,6,7,8-HxCDF	1.08	0.118
60851-34-5	9480	2,3,4,6,7,8-HxCDF	1.57	0.067
72918-21-9	9477	1,2,3,7,8,9-HxCDF	0.865	0.148
67562-39-4	9420	1,2,3,4,6,7,8-HpCDF	1.55	0.144
55673-89-7	9423	1,2,3,4,7,8,9-HpCDF	1.47	0.145
39001-02-0	9516	OCDF	3.85	0.151

**PCB Congeners (List of 12)**

CASRN	Analyte Code	Parameter	Reporting Limit for Tissue (pg/g)
32598-13-3	8965	PCB-77	0.052
70362-50-4	8970	PCB-81	0.029
32598-14-1	8985	PCB-105	2.28
74472-37-0	9005	PCB-114	0.16
31508-00-6	8995	PCB-118	4.551
65510-44-3	9000	PCB-123	0.122
57465-28-8	9015	PCB-126	0.085
38380-08-4	9050	PCB-156	0.44
69782-90-7	9045	PCB-157	0.19
52663-72-6	9055	PCB-167	0.304
32774-16-6	9060	PCB-169	0.087
39635-31-9	9085	PCB-189	0.182

**Attachment 2**  
**Schedule of Prices D**  
**Labor and Multipliers**

<b>LABOR</b>		
Item	Unit	Rate <sup>1</sup>
Commencement Conference at LDEQ Headquarters	Lump Sum	\$
Conference Call	Lump Sum	\$
Expert Testimony	Hour	\$
Consulting (i.e., meetings @ LDEQ)	Hour	\$
Travel Time for Expert Testimony or Consulting	Hour	\$
Holiday Surcharge	Day	\$

<b>MULTIPLIERS<sup>2</sup></b>		
Multiplier Type	Unit	Percentage
Fully-Supported Data Package	% per Sample Delivery Group	%
21-Day Rapid Turn-Around	% per Sample Delivery Group	%
14-Day Rapid Turn-Around	% per Sample Delivery Group	%
7-Day Rapid Turn-Around	% per Sample Delivery Group	%
5-Day Rapid Turn-Around	% per Sample Delivery Group	%
3-Day Rapid Turn-Around	% per Sample Delivery Group	%
1-Day Rapid Turn-Around	% per Sample Delivery Group	%
Same-Day Rapid Turn-Around	% per Sample Delivery Group	%

<sup>1</sup>Rates shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringe, overhead, general and administrative costs) and profit.

<sup>2</sup>All multipliers shall be applied to the BASE analytical rates.

**\* ALL BLANKS MUST BE COMPLETED**

**ATTACHMENT 3**  
**Form A**

**Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship (LaVet) and  
Hudson Initiative small entrepreneurship (SE-HI) Procurement Invoice Reporting**

Contractor: \_\_\_\_\_

Project Title: “ \_\_\_\_\_ ”

Reporting Period: \_\_\_\_\_

Procurement Made By: (check appropriate box)		Name (If Subcontractor)	Business Enterprise: (check appropriate box)		Dollar Value of Procurement	LED Certification Number of Contractor or Subcontractor
Contractor	Subcontractor		LaVet	SE		

A good faith effort has been made to obtain LaVet and/or SE-HI vendor participation:

Signature \_\_\_\_\_ Date \_\_\_\_\_

**ATTACHMENT 5****REQUIREMENTS OF GRANTS****1. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
- f. If the prime contractor awards subcontracts, require the prime contractor to take steps outlined above (a. – e.).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify the Department in writing prior to any termination of DBE subcontractor for convenience.

## 2. REPORTING REQUIREMENTS

- a. A procurement summary detailing purchases from Minority/Women Business Enterprises (MBE/WBE) shall be submitted annually by the Contractor on Attachment 5, Form A. The information in the report should cover the period ending September 30<sup>th</sup> and must be submitted within fourteen (14) calendar days of the end of the preceding period.

This report should be submitted to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

Failure to submit this report for the reporting period(s) listed above will result in payment being withheld.

- b. Each Contractor must provide their Data Universal Numbering System (DUNS) **number by completing Attachment 5, Form B, Transparency Act Reporting Information Form. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.**

This form should be submitted to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

Failure to submit this form will result in payment being withheld.

- c. Disadvantaged Business Enterprise (DBE) reporting requirements shall be submitted when subcontracts are utilized as stated below:

- (1) EPA Form 6100-2 (DBE Subcontractor Participation Form). This form is optional and is to be completed and submitted by the Subcontractor anytime throughout the project to:

ATTN: DBE Coordinator  
US EPA Region 6, SDBUO  
1445 Ross Avenue, Ste. 1200  
Dallas, TX 75202-2733

- (2) EPA Form 6100-3 (DBE Subcontractor Performance Form). This form is to be completed and submitted by the Contractor upon receipt of the executed contract to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

- (3) EPA Form 6100-4 (DBE Subcontractor Utilization Form). This form is to be completed and submitted by the Contractor upon receipt of the executed contract to:

Louisiana Department of Environmental Quality  
Financial Services Division  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

### **3. DBE PROGRAM CERTIFICATION INFORMATION**

The Department wishes to encourage uncertified DBE's to seek certification. For more information go to [http://www.epa.gov/osbp/dbe\\_team.htm](http://www.epa.gov/osbp/dbe_team.htm).

**ATTACHMENT 5**  
**Form A**

**MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**  
**EPA Financial Assistance Agreement Number: \_\_\_\_\_**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

A = Business Services  
B = Professional Services  
C = Repair Services  
D = Personal Services

A good faith effort has been made to obtain MBE/WBE vendors \_\_\_\_\_ Signature \_\_\_\_\_ DATE: \_\_\_\_\_

Annual Reporting \_\_\_\_\_ (Oct-Sept)

**ATTACHMENT 5  
FORM B  
TRANSPARENCY ACT REPORTING INFORMATION FORM**

This form is required for projects funded in whole or in part from federal grants awarded on or after October 1, 2010.

Contractor information:

Name:	
Data Universal Numbering system (DUNS) No.*:	
LDEQ LaGov Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of contractor Utility Service Area:	

\*If the DUNS No. provided above is registered under a different name than the recipient of funding, please provide the registration name below:

DUNS Name	
-----------	--

DUNS Registration Information: <http://fedgov.dnb.com/webform> OR 1-866-705-5711

Registration is free and can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes. Internet requests are fulfilled within 24 hours. If the contractor has not yet obtained a DUNS Number, please do so immediately. This form must be provided to the Department within 30 days upon receipt of a fully executed contract.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Description of the project:

\_\_\_\_\_

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did contractor receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did contractor receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the contractor through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030  
Approved: 8/ 13/ 2013  
Approval Expires: 8/ 31/ 2015

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

[illegible]

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.